



Rizzetta & Company

# **Turnbull Creek Community Development District**

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## **Board of Supervisors' Meeting March 14, 2023**

**District Office:  
2806 N. Fifth Street, Unit 403  
St. Augustine, Florida 32084  
(904) 436-6270**

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Murabella Amenity Center  
101 Positano Avenue, St. Augustine FL 32092  
[www.turnbullcreekcdd.com](http://www.turnbullcreekcdd.com)

<b>District Board of Supervisors</b>	Brian Wing	Chairman
	Jeremy Vencil	Vice Chairman
	Chris Delbene	Assistant Secretary
	Diana Jordan-Baldwin	Assistant Secretary
	Gianna Krol	Assistant Secretary
<b>District Manager</b>	Carol Brown	Rizzetta & Company
<b>District Counsel</b>	Jennifer Kilinski	KE Law Group
<b>District Engineer</b>	Mike Yuro	Yuro & Associates

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comments portion, on Agenda Items Only, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, on General Items, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
www.turnbullcreekcdd.com

Board of Supervisors  
Turnbull Creek Community Development District

March 7, 2023  
Rev. 3.9.2023

## REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District will be held on March 14, 2023, at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

### 1. CALL TO ORDER / ROLL CALL

### 2. AUDIENCE COMMENTS ON AGENDA ITEMS

### 3. STAFF REPORTS - Part A

#### A. District Engineer

1. Update on Pond Bank Repairs.....Tab 1
2. Acceptance of the Yuro & Associates, LLC Annual Master Trust Indenture Report.....Tab 2
3. Consideration of Parking Lot Expansion Site Plan Proposal.....Tab 2A

#### B. Landscaper.....Tab 3

1. Trimac Outdoor Manager Report
2. Consideration of Trimac Outdoor Landscaping Proposal(s)

### 4. BUSINESS ITEMS

- A. Consideration of Homeowner Palm Tree Installation on District Property
- B. Consideration of Fighting Turtle Swim Team Renewal Proposal.....Tab 4
- C. Consideration of Florida Race Day Proposal.....Tab 5
- D. Consideration of ADP Payroll Agreement.....Tab 6
- E. Consideration of First Coast Mulch Playground Chips.....Tab 7
- F. Consideration of Resolution 2023-03; Prohibited Holiday Events.....Tab 8
- G. Consideration of Resolution 2024-04; Setting Public Hearing on Amended Restated Amenity Rules.....Tab 9
- H. Reconsideration of Pest Control Proposal(s).....Tab 10
- I. Consideration of Pool Equipment & Chemical Proposal(s).....Tab 11
- J. Consideration of Stair Climber Proposal(s).....Tab 12
- K. Consideration of Security Proposal(s)\* (Under Separate Cover)

### 5. BUSINESS ADMINISTRATION

- A. Approval of Consent Agenda:.....Tab 13
  1. Consideration of Minutes of the Board of Supervisors' Regular Meeting held January 10, 2023
  2. Consideration of Minutes of the Board of Supervisor's Workshop held February 26, 2023
  3. Ratification of the Operation and Maintenance Expenditures for November 2022, December 2022 & January 2023

**5. STAFF REPORTS - Part B**

A. District Counsel

B. Amenity and Field Operation Managers.....Tab 14

1. Amenity and Field Manager Report, Dated March 14, 2023

C. District Manager

**6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

**7. ADJOURNMENT**

*\*Florida law requires Board discussions related to the District's security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.07138 and Section 281.301 of the Florida Statutes. Only the Board and staff can be present for discussion of this agenda item.*

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at 904-436-6270 ext. 4631.

Yours kindly,

*Carol L. Brown*

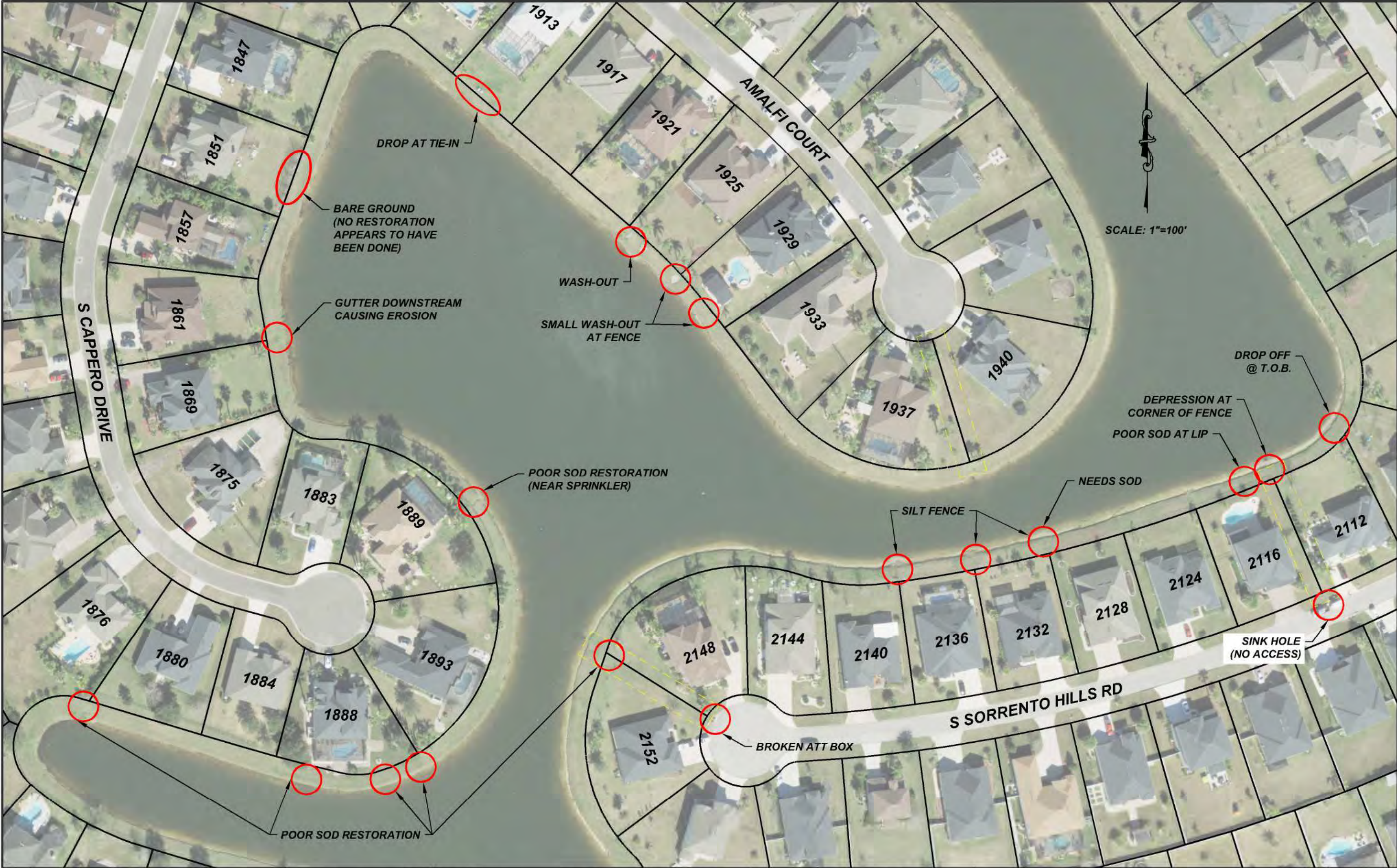
District Manager




## **Tab 1**



S,



NO.	DATE	REVISIONS	PROJECT NO.	Y22 - 1173		145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199  CERTIFICATE OF AUTHORIZATION NO. 28638	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247  REGISTERED PROFESSIONAL	MURABELLA IMPROVEMENTS PREPARED FOR: TURNBULL CREEK-CDD  POND BANK RESTORATION	SHEET NO.
			DRAWN BY:	EID					
			CHECKED BY:	MJY					
			DATE:	1/09/23					rs

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



## **Tab 2**



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

March 7, 2023

Ms. Carol Brown – *District Manager*  
Turnbull Creek Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**Reference:**    **2022 Consulting Engineering Report**  
                         **Section 9.21 of Master Trust Indenture**  
                         **Turnbull Creek Community Development District**  
                         Special Assessment Bond Series 2005  
                         Special Assessment Bond Series 2006  
                         Special Assessment Bond Series 2015A  
                         Special Assessment Bond Series 2015B  
                         Special Assessment Bond Series 2016

Ms. Brown,

In accordance with Section 9.21 of the Master Trust Indenture, we have completed the annual review of the portion of the project within the Turnbull Creek Community Development District constructed to date. This report is based on a limited field review and is not intended to be exhaustive or comprehensive. We hereby offer the following consulting engineers report.

**Amenity Center**

We have inspected the recreational facilities which include the Amenity Center, pool area, ball fields, basketball court and the two multipurpose fields with paved walking paths and have found them to be in generally good condition and working order. These facilities are currently open for use and appear to be regularly maintained by the District. We did observe two (2) areas of concern that include a sink hole under the pavers behind the zero-entry area of the pool as well as rusting on the support columns for the slide tower stairs. Staff are aware of both of these issues and it's our understanding that they are working to get proposals from contractors to repair them ASAP. Both areas are currently roped off for safety reasons and won't be re-opened until the repairs are completed.

**Playground Areas**

There are three playground areas located throughout the property, one at the Amenity Center, one off of Toscana Lane and one off of E. Franchetta Lane. All playgrounds appear to be in good working order and are open for use. We observed that two of the playground areas are missing shade material on the shade structure, however, this doesn't impact the use of the facilities. Staff are aware of these maintenance items and are working on addressing them. We did not observe any civil engineering related items that would require repair work at this time.

**Entry Features**

We have inspected the entry features and found them to be in generally good condition and working order. It appears that these features receive regular maintenance by District. We did not observe any apparent civil engineering related items that would require maintenance or repair at this time



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

## 2022 Engineers Report

Page 2 of 2

### Berms and Landscaping

We inspected the berms and landscaping within the common areas and have found them in generally good condition. While there are some areas that might require routine maintenance, we did not observe any civil engineering related items that raise a concern at this time.

### Mail Kiosks

There are three mail kiosks located throughout the property, one near the Amenity Center off of E. Positano Ave, one off of Toscana Lane and one off of E. Franchetta Lane. All three mail kiosk locations appear to be in good condition and working order. These facilities are open for use and appear to be regularly maintained by the District. We did not observe any additional civil engineering related items that would require repair work at this time.

### Stormwater Facilities

The stormwater facilities (ponds and outfall structures located throughout the community) were inspected where access was available and were found to be generally in good condition and functioning as designed. A major pond bank repair project was completed in 2022 with the Certificate of Engineer for Acceptance of Work Completed signed by the District Engineer at the time on November 8, 2022. A follow up inspection identified a punch list of several areas where the sod restoration was recommended to be addressed and we anticipate the contractor coming back to take care of this in the near future. All of these pond bank repairs were associated with failing pond banks and/or significant erosion issues. We also noticed a few areas of erosion on other pond bank areas that we anticipate will be addressed in the order of priority as funding becomes available.

Finally, in accordance with Section 9.14 of the Master Trust Indenture, we are not qualified to provide specific insurance recommendations and recommend that the insurance coverage amounts be reviewed but the District Manager and Insurance Provider annually to confirm that the current replacement costs are appropriate.

If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael J. Yuro', is written over a faint, circular, dotted background.

Michael J. Yuro, P.E.  
President  
P.E. License No. 65247



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT  
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE  
MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**TAB 2A**



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

Date: March 7, 2023

To: Turnbull Creek Community Development District

Re: **Parking Lot Design - Proposal**

Description:

As requested by the CDD Board, we have prepared a conceptual sketch and the below proposal to design & permit a new parking lot near the existing amenity center. Our effort includes the following:


- Topographic Survey of the project area
- Site Plan Design, including:
  - Site layout to accommodate 40 parking spaces
  - Grading plan
  - Drainage Plan
  - Details (pavement design, pavement markings, etc.)
- Permitting
  - SJRWMD (anticipate a "Letter Modification")
  - St. Johns County

We will complete this effort for a **total Lump Sum cost of \$8,500.00.**

Authorized By:

\_\_\_\_\_  
Turnbull Creek CDD

Date

 3/7/23  
\_\_\_\_\_  
Michael J. Yuro, P.E.  
Yuro & Associates, LLC

Date

NOTE:

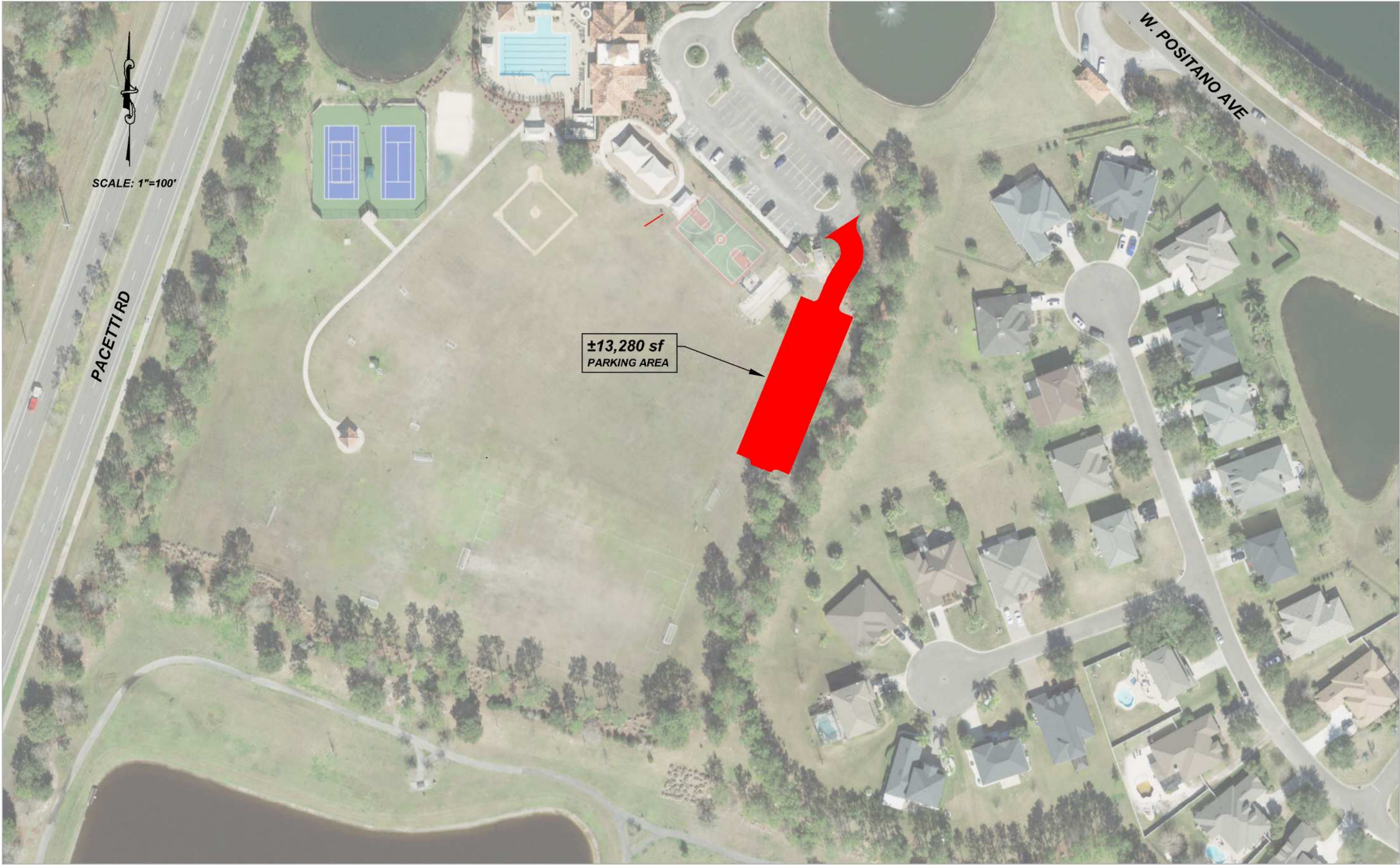
Geotech Effort is NOT included

Permit Fees are NOT included









NO.	DATE	REVISIONS	PROJECT NO.	Y22 - 1173		145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247 REGISTERED PROFESSIONAL	MURABELLA IMPROVEMENTS PREPARED FOR: TURNBULL CREEK-CDD PARKING LOT OVERVIEW	SHEET NO.
			DRAWN BY:						le
			CHECKED BY:						
			DATE:			CERTIFICATE OF AUTHORIZATION NO. 28658			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



## **Tab 3**

# Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 1/2-1/6
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5		New Years holiday observed
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	X	mowed areas as needed
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	X	started trimming native grasses back
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	X	removed berm debris and sprayed
Friday - Outer berms off od SR16 & Pacetti Rd		continued trimming grasses and mulching up leaves
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle		
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms		continued spraying these areas
Pre & Post emergents applied at appropriate times		
1.6 Pruning	X	Comments
Shrubs, vines and orimantal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.		spraying berm sections as needed throughout
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shall be done one time per year (June-July)		
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)		
Weeds to be removed / treated year round as needed	X	continued spraying as needed
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	X	spot treated as needed on athletic fields



# Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

<b>2.2 Shrub &amp; Tree Pest Control</b>		<b>Comments</b>	<b>Page 2 of 2</b>
Shrubs & Trees Pest Control Inspected bi-weekly			
<b>3.0 Fertilization</b>			
<b>3.1 Turf Areas</b>		<b>Comments</b>	
All lawn areas ( entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers			
To be completed In 4 rounds (March, May, September & November)			
<b>3.2 Shrubs &amp; Trees</b>		<b>Comments</b>	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)			
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)			
Seasonal annuals fertilized on 30 day cycles			
<b>4.0 Irrigation (All Inclusive Package) Guidelines</b>			
<b>Bi-Weekly Inspections (26 per year)</b>		<b>Comments</b>	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	X		
<b>Note:</b> This contract shall include the following at N/C Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement, Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering These are to be completed within 24 hours of notification.			
<b>Note:</b> Things that fall outside the contract The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.			
<b>5.0 Mulching</b>		<b>Comments</b>	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth			
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth			
<b>6.0 Seasonal Color</b>		<b>Comments</b>	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)			
<b>Areas of seasonal color are:</b>			
SR16 / San Giacomo entrance (420 plants per installion)			
Pacetti Rd / Terrancina Dr ( 85 plants per installation)			
Main entrance at Pacetti Rd ( 215 plants per installation)			
Amenity center beds and roundabout ( 612 plants per installation)			
Christmas color display of poinsetta's at amenity center entrance at the holidays			
<b>Signature</b> (Trimac Outdoor, Robert		<b>Signature (Operations Manager) :</b>	

next rotation of annuals will be installed next week depending upon availability

PO BOX 8699  
1880 Eastwest Pkwy  
Fleming Island, FL 32006  
toddm@trimacoutdoor.com  
www.yardnique.com



**ADDRESS**

Carol Brown  
Rizzetta & Company  
101 E Positano Ave  
St Augustine, FL 32092

**SHIP TO**

Murabella-Turnbull Creek  
101 E Positano Ave  
St Augustine, FL 32092

**Estimate 51792**

**DATE 02/20/2023**

**Expires in 30 days**

Materials and Labor based on the following Landscape Enhancements:

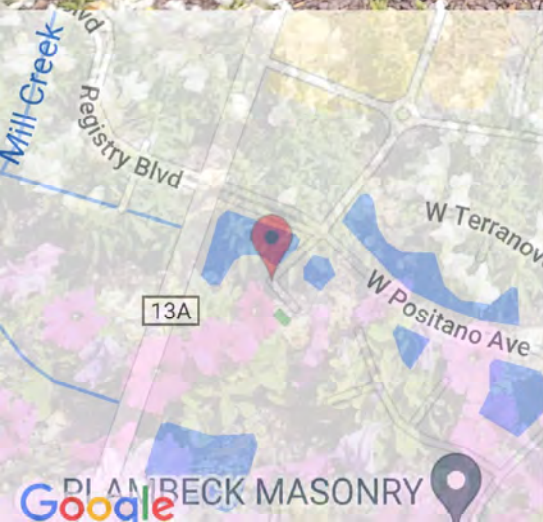
1. Club House Circle Island:
  - Remove weak Juniper and grade area
  - Install:18 Sunshine Ligustrum 3 gal
  - Dispatch and Delivery of Materials

ACTIVITY	RATE	AMOUNT
Plant Replacement - Club house - Circle Island	\$1,000.00	\$1,000.00

**TOTAL \$1,000.00**

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"





101 W Positano Ave, St. Augustine, FL 32092, USA

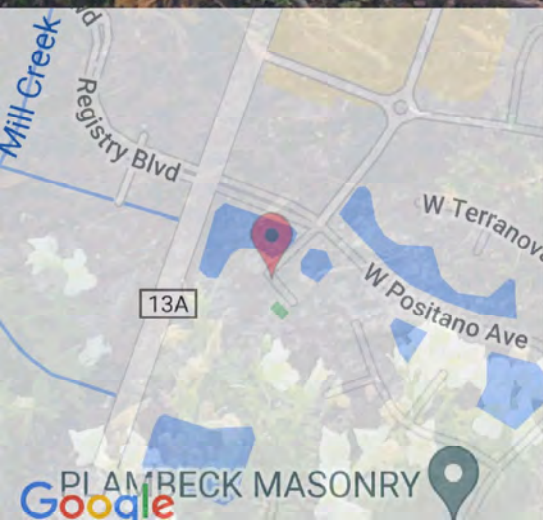
St. Augustine  
Florida  
United States



27°C  
81°F

2023-02-28(Tue) 11:36(AM)





101 W Positano Ave, St. Augustine, FL 32092, USA

St. Augustine  
Florida  
United States



27°C  
81°F

2023-02-28(Tue) 11:36(AM)



PO Box 8699  
Fleming Island, FL 32006 US  
(904) 505-4694  
jillf@trimacoutdoor.com  
www.trimacoutdoor.com

**ADDRESS**

Murabella-Turnbull Creek  
101 E Positano Ave  
St Augustine, FL 32092

**SHIP TO**

Murabella-Turnbull Creek  
101 E Positano Ave  
St Augustine, FL 32092

**Estimate 1768****DATE 01/26/2023****ESTIMATOR**

Todd Murphy

**SCOPE OF WORK**

Baseball Field

ACTIVITY	QTY	RATE	AMOUNT
<b>EN - Todd Murphy</b> Install 4 cy Clay mix	4	300.00	1,200.00
<b>EN - Todd Murphy</b> Dispatch and Delivery of Materials	3	50.00	150.00
<b>EN - Todd Murphy</b> Delivery of 3 addition cy of Clay mix for stock inventory	1	900.00	900.00
<b>EN - Todd Murphy</b> Front loader for 1/2 Day	1	500.00	500.00

**TOTAL****\$2,750.00**

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

## **Tab 4**



January 31, 2023

To Murabella Board,

Thank you for supporting the WGV Fighting Turtles swim team in previous years. As we start to prepare for our 2023 season we wanted to reach out to request:

1. Meet & Greet at Murabella Community Center
  - a. February 22nd
  - b. 6:00pm - 8:00pm
2. Practices:
  - a. May 30th -> July 14th (season ends)
  - b. Tuesday -> Friday
  - c. 7:00am - 10:00am
3. Meets:
  - a. May 13th - Mock meet access from 5:00am - 11:00am - Fighting Turtles Team ONLY
    - i. This teaching the kids about a meet
  - b. May 20th - access from 5:00am - 11:00am
  - c. June 3rd - access from 5:00am - 11:00am
4. Swimmers:
  - a. Team Capacity of 150
  - b. Age Range: 5yrs to 18yrs
  - c. Requirement: Swimmer must be able to complete one lap unassisted without touching the bottom or side of the pool. Must be able to put their face in water.
5. Other Items Per Last Year:
  - a. Fighting Turtles pay 10% of the members' registration fees.
6. New Item:
  - a. We would like to request a 3 year commitment to our agreement if at all possible.

Attached you will also find a copy of:

- Waiver of liability we have parents digitally sign at time of registration
- Liability Insurance

Please let us know if you have any questions or concerns.

Thank you,

Kim Little - President  
860-916-9940

[FightingTurtlesTeam@gmail.com](mailto:FightingTurtlesTeam@gmail.com)

## **Tab 5**

[Donate](#)

# Murabella Kids Triathlon

Sun July 30, 2023

St. Augustine, FL 32092 US [Directions](#)



## EVENTS

Kids Triathlon Ages 12,13 and 14

**\$45**

**9:00AM EDT**

Registration Opens March 14, 2023 at 10:16am EDT

[Sign Up](#)

Kids Triathlon Ages 6,7 and 8

**\$45**

**9:00AM EDT**

Registration Opens March 14, 2023 at 10:16am EDT

[Sign Up](#)

## Kids Triathlon Ages 9,10 and 11

**\$45**

**9:00AM EDT**

Registration Opens March 14, 2023 at 10:16am  
EDT

[Sign Up](#)

## PLACE

Murabella

101 E. Positano

St. Augustine, FL US 32092

## DESCRIPTION

**It's summer - lets get our kids to....**

**SWIM! BIKE! and RUN!**

This is a part of [Floridaraceday.com](https://floridaraceday.com) Kids Triathlon Series

Kids Triathlon participants will swim in the pool, run about a quarter mile, jump on their bikes, and then off on their feet for the running portion. The events will be chip timed with a finisher time. Distances are based on the age of the child. Kids must supply their own bikes and must wear a helmet to participate. We are sorry, but no training wheels allowed.

Scared to send your little guys out on this endurance adventure? We get it - We have kids too :) Click on pictures of the previous kids triathlons from [Julington Creek](#) and [RiverTown](#)

Start time is 9:00 am and Race distance is determined by child's age ( see below)



**Ages 6-8, 50 yards ( 2 lengths ) in pool, run approx .25 mile, bike approx .75 mile) run approx .35 mile**

**Ages 9-11 100 yards ( 4 lengths) in pool, run approx .25 mile' bike approx .75 mile , run approx .65mile)**

**Ages 12-14 150 yards ( 6 lengths) in pool, run approx .25 mile, bike approx .75 mile) , run approx 1 mile**

Kids triathlon participants will get a racing bib, Kids Triathlon Shirt, Kids Triathlon Finishers medal, and photograph of the event. Finishing results will be posted online. Cost is \$45 per participant.

## RACE CONTACT INFO

If you have any questions about this race, click the button below.

Questions?

## DIRECTIONS



## RACE PARTICIPANT SURVEY

Please complete the following survey to help us better understand your race experience.

Did you participate in the race?

☐ Yes

☐ No

Would you recommend this race to a friend?

Not Likely

0	1	2	3	4	5	6	7	8	9
---	---	---	---	---	---	---	---	---	---

Very Likely

10

Additional Notes ▾

## **Tab 6**

<b>Company Name:</b> TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT		<b>Order Type:</b> New Client		<b>Branch:</b>	
		<b>Order Date:</b> 01/11/2023		<b>Company Code:</b>	
		<b>IID:</b>			
<b>Address:</b>	<b>Delivery</b> 3434 Colwell Ave Ste 200 Tampa, FL 33614-8390	<b>Legal</b> 3434 Colwell Ave Ste 200 Tampa, FL 33614-8390	<b>Tip Establishment:</b> No	<b>Legal Entity:</b> Sole Proprietor	
<b>Payroll Contact(s)</b> <b>Phone(s)</b> <b>Mobile 1</b> <b>Mobile 2</b> <b>Fax #</b>	Leslie Spock (813) 994-1001	<b>Processing Frequency:</b> Monthly	<b>NAICS Code:</b> 921190	<b>NAICS Description:</b> Other General Government Support	
<b>Client Email Address</b> lspock@rizzetta.com					
<b>Est. First Input</b> 01/18/2023 Wednesday <b>Est. First Check</b> 01/19/2023 Thursday	<b>Pay Period Start Date</b>  <b>Pay Period End Date</b>	<b>Existing Balances</b> (Are there balances that need to be entered for this client?): No	<b>Input Method:</b> Internet <b>Mobile Device:</b> <b>Business:</b> New		

#### Promotions

**Promo1:** 6465 - First Month Free  
**Total Savings with Promos:** \$80.70

Payroll Features	Control #	Billing Frequency	Qty	One Time Fees	Processing Fees
RUN POWERED BY ADP® TCCDD - Unit (Primary)	1				Sales Order Based on Paid employee(s) 5 Note: Any changes in number of employees will impact pricing
Implementation for ADP Essential Payroll		Once	1	\$0.00	
ADP Essential Payroll		Monthly	5		\$80.70
Processing Total					\$80.70

Additional Features	Fees	Additional Features	Fees
Year-End W-2/1099 Information Primary Control:	\$54.95	Applied for Status (Fee Per State and Any Local ID Per Month, if applicable)	\$50.00
W-2/1099 Delivery fee:	\$13.95	Applied for Status for SUI ID (Per SUI ID Per Quarter, if applicable)	\$50.00
Per W-2/1099:	\$6.50	Additional Jurisdiction (Fee Per Additional State & SUI Jurisdiction Per Month)	\$8.95

By initialing to the left, you consent to ADP calling you at the telephone number you provided on the sales order to provide service and support for products and services you purchased and to tell you about other and new ADP payroll and related services, via an automatic dialing system including using prerecorded messages.

#### Comments

I hereby absolve ADP, Inc., of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to my ADP start date. **I will make all payroll tax deposits for payrolls run before setup of ADP's tax filing service.** THE SERVICES, PRICING, CONSENTS AND AUTHORIZATIONS COVERED BY THIS SALES ORDER ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SERVICE FOR RUN POWERED BY ADP® ONLINE PAYROLL SERVICES AND ANY ACCOMPANYING EXHIBITS ("RUN TERMS"). BY SIGNING THIS SALES ORDER THAT INCLUDES THESE RUN TERMS, YOU ACKNOWLEDGE RECEIPT OF AND AGREE TO THESE RUN TERMS.

ADP Sales Associate	Date	Client Authorization	Date
Madie King	01/11/2023		01/11/2023

## Terms and Conditions of Service for RUN Powered by ADP® Online Services

These Terms and Conditions of Service ("Terms" or "Agreement") are an agreement between ADP, Inc. and You. They apply to **RUN Powered by ADP®** online services ("RUN") as defined below. By subscribing to and/or using RUN, You acknowledge that you have read, understand and expressly agree to be bound by these Terms, including any modifications or updates from time to time. If You do not agree to these Terms or any posted updates, do not subscribe to or use RUN.

"You" and "Your" means You, Your company, Your employees and (subject to the terms herein) any agents You designate as "users" of RUN. Only authorized users are permitted to use or access RUN, and such use or access is prohibited by unauthorized third parties. An "Unauthorized Third Party" refers to any third party or business that seeks to access or accesses RUN using the account credentials (e.g., username and password) of an ADP client or client employee (each a "user"), regardless of the user's purported consent, in order to access, copy or obtain information within RUN, whether such information is accessed, copied or obtained by an automated data gathering program or by other means, including data scrapers, data aggregators and any third parties seeking to monetize data obtained from ADP without ADP's express consent.

You agree to be bound by these Terms, any applicable additional terms and any other terms and guidelines found throughout RUN. "RUN" or "Services" means the services, including Payment Services as defined herein, which let users report their employee or other data so ADP can calculate payroll and payroll taxes and file taxes ("Tax Filing Services"), and deliver checks and reports, electronically or otherwise, access and/or utilize ADP Marketplace services, HR411, HR Training, HR HelpDesk, HR chatbots, any third party vendors accessed through RUN, HR411 or other human resources content ("HR Services"), track employee data, access Document Vault, Time and Labor Management ("TLM") or unemployment claims services, or produce a Certificate of Insurance ("COI") based on Your current Workers' Compensation policy purchased through our affiliate, Automatic Data Processing Insurance Agency, Inc. If You choose to subscribe to and/or use any HR Services, calculator tools, pre-employment or employment background checks ("Background Check Services"), Document Vault, Health Care Tax Credit Assist, unemployment claims, employment and income verification services or TLM services ("Additional Business"), or if You purchase, migrate from, upgrade, downgrade or remove any additional business, features or functionality, these services will be included in "RUN" and the "Services" hereunder and these Terms will control and be applicable to Additional Business, migrations, upgrades, features, services, downgrades or removals.

The Services, including but not limited to Background Checks, Tax Filing, Pay Card (as defined herein) and, Risk and Safety Services and Full Service Direct Deposit (FSDD)/ADPCheck (ADP pays Your employees from ADP's own bank account) are available for as long as You meet any eligibility requirements, which may include credit checks of You and Your principals, including any of Your owners, identification verification of You, Your employees and any of Your owners, and other authentication procedures. You acknowledge and agree that these credit checks and authentication procedures may be performed by ADP or a third party and ADP may disclose the information provided, including any personal information, to such third parties for this purpose, and may require that You sign additional forms. You understand and acknowledge that implementation, access to and ongoing provision of the Services shall be conditioned upon You, Your employees and any owners passing, and continuing to pass, any ADP authentication, credentialing and bank account and balance verification processes and passing any additional credentialing, verification or authentication that ADP may deem necessary in connection with the Services provided, using data available to ADP. You further authorize and appoint ADP as Your agent with full authority to authenticate and verify Your bank account and balances. You understand that the provision of products and/or services may be modified as ADP may deem appropriate in ADP's reasonable discretion or in order to assist ADP or any of its partners, affiliates, or subsidiaries in complying with its legal and/or regulatory obligations. You acknowledge that ADP or its affiliates may pay compensation to a third party or broker for the referral of Your business for the Services and other products You may purchase.

You hereby absolve ADP of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to Your start date with ADP. You will make all tax deposits for payrolls run before setup of ADP's tax filing service.

### 1. The Services

**A. Performance Standard** ADP will perform the Services in a professional manner with personnel having such skills as required by the Services to be performed.

**B. Use of Services/Protection of Data** You will use the Services in accordance with the instructions and reasonable policies communicated to You and only for Your internal business purposes. You may not use the Services, or any software or system used to provide them, for commercial software hosting services. You may not interfere with, tamper, manipulate or otherwise disrupt any information technology systems, networks, servers, databases and/or infrastructure (including hardware and software) (together, "IT Systems") of RUN. You may not circumvent RUN technical controls and security measures in place to safeguard RUN IT Systems and data. You may not use RUN or the Services provided through or in connection with RUN to violate any applicable international, federal, state and local laws, statutes or regulations or conduct any other illegal activity; or to harvest, copy, modify or otherwise collect information of third parties, including e-mail addresses, without their express written consent; or to publish, sell, license, create derivative works or otherwise use any contents or information available on or through RUN, the Services provided through or in connection with RUN, or RUN's IT Systems, directly or indirectly, for commercial or public purposes. You will not provide, directly or indirectly, any of the Services, including Payment Services as defined herein, or any part thereof, including any contents, information, tools, calculators and resources, to any party other than Yourself. Your employees will not disclose any confidential account access credentials or confidential information to Unauthorized Third Parties. Such confidential information shall also include access to and use of password protected and/or secure information that is restricted to authorized users only and user account access credentials and related user authentication information. ADP will take reasonable precautions to prevent the loss of or alteration to Your data files in its possession including employing regular back-up procedures, but ADP does not guarantee against any loss or alteration of Your data. ADP is not and will not be Your record keeper so, to the extent You believe it necessary, You will keep copies of all documents or information delivered to ADP in connection with the Services. You are responsible for maintaining and backing-up any information You are providing or using in connection with RUN.

**C. Payment Services** If You are receiving any of the Services that require ADP to debit funds from Your account to pay Your third-party payment obligations (e.g., Tax Filing, Garnishment Payment Service (GPS), FSDD Services, TotalPay or Payroll Card or other pay card (hereafter "Pay Card"), Pay-by-Pay, 401K and/or ADPCheck Services) ("Payment Services"), You will have sufficient, collected funds in Your

account within the deadline established by ADP to satisfy all third-party payment obligations and any ADP fees for Services. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). ADP and You agree to comply with the NACHA rules applicable to it with respect to the Payment Services. You agree that You will not cause ADP to initiate payments on behalf of any non-Affiliate of Yours under this Agreement unless such non-Affiliate is identified in the client account agreement. ADP may commingle Your impounded funds with other clients', ADP's or ADP-administered funds of a similar type. **ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BELONG TO ADP.** You acknowledge and agree that ADP will, with respect to the provision of the Pay Card services, provide You with Pay Card marketing materials that You can make available to Your employees, and implementation of Pay Card as a direct deposit option for Your employees. You also acknowledge and agree that the FSDD provisions of this Agreement will apply to Pay Cards. Finally, You agree that in providing GPS Services and any garnishment related assistance, ADP will act solely in the capacity of a third party service provider of payment processing and may from time to time provide You data entry assistance, worksheets, and/or best practice recommendations concerning wage garnishment orders, however, You shall remain solely responsible for Your compliance obligations with Your wage garnishment orders. ADP Services are not a substitute for the advice of an attorney. You agree ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and You.

**D. Accuracy of Your Information, Review of Data** All Services provided to You will be based on information provided to ADP by You and/or Your employees (including proof of federal, state and local tax identification numbers and payroll history). You agree to provide accurate, complete and timely information and documentation needed by ADP to perform the Services. The person agreeing to these Terms or any other person designated in writing by that person, is Your authorized payroll contact from whom ADP will take all instructions. ADP will not be liable for following such instructions. You agree to have someone other than Your designated payroll contact promptly and thoroughly review Your disbursement reports to help You spot and correct errors and inconsistencies and help prevent fraud, and promptly notify ADP of any errors. You agree to promptly review all disbursement records, certificates (including any COIs generated by You) and other reports You receive from ADP or that You produce or generate in connection with RUN, for validity and accuracy. You will promptly deliver to ADP any information regarding Your payroll, employees and any other information or materials of Yours, regardless of form (e.g., images, graphics, text, custom reports, etc.), to be included in the Services, including any Personal Data, as that term is defined in Section 10B and/or the attached Data Privacy Appendix, whether included by ADP as part of its setup or other Services or by You or any of Your employees ("Your Client Content"). You are responsible for selecting and/or inputting any personal data elements that are optional. The collection and processing of such data elements will be performed under Your responsibility. You shall only provide ADP with Client Content that is required to perform the Services. You may, during the implementation process or as part of the ongoing Services, elect to configure RUN or the Services to process additional data elements beyond those data elements that are required by ADP to perform the Services. You shall remain solely responsible for such configurations, including the processing of Client Content or data pursuant to applicable law.

Your Client Content will be in an electronic file format specified by and accessible to ADP. Upon completion of any setup or other Services or any request for custom reports, You will review Your Client Content provided to ADP as included in the Services. By commencing "live" processing or using the Services, You confirm that Your Client Content is accurate and complete. ADP will have no liability to You for any errors or inaccuracies in Your Client Content included in the Services that was provided by You, or should have been reviewed and approved by You and You agree to indemnify and hold ADP harmless for any damages resulting from Your or Your employees' failure to provide accurate information. ADP may also perform other services related to RUN that You may request (e.g., training, custom reports, Background Check Services, TLM services, HR Services, Health Care Tax Credit Assist, unemployment claims processing, Risk and Safety Processing, employment and income verification, etc.), and such services will be covered by this Agreement at ADP's then current fees, if applicable. Certain of the Services to be provided by ADP may be provided by subsidiaries or affiliates of ADP, Inc. or by ADP's subcontractors, and ADP will be responsible for the performance of those subsidiaries, affiliates and subcontractors.

**E. Responsibility for Compliance with Laws** The Services are designed to help You comply with applicable laws and governmental regulations. Nevertheless, You (and not ADP) will be responsible (i) for Your compliance with all laws and governmental regulations affecting Your business generally, including any rules and regulations applicable to ADP regarding trade sanctions, export controls or trade with prohibited parties and (ii) for any use You make of the Services to help You comply with any applicable laws and governmental regulations. You acknowledge and agree that ADP is not responsible for advising You of Your obligations under any laws or regulations that apply to Your business. You will not rely on use of the Services to comply with any laws and governmental regulations. Many federal, state and local laws, rules and regulations, impose additional requirements, such as employers must obtain consent from their employees, in connection with direct deposit and/or the use of electronic statements. These and other laws and governmental regulations vary and it is Your responsibility to ensure You are compliant with these laws, including regarding electronic statements and obtaining any consents, and for Print On Demand capabilities, providing on-line access at Your work site, and direct deposit, as well as for complying with any other applicable federal, state, local or other laws and governmental regulations affecting Your business. You are exclusively responsible for making physical copies of online statements, including wage statements, Forms W-2, Forms 1099, or Forms 1095-C, available to Payees to the extent required by applicable law. You represent that You verified the identity of each of Your employees to whom You will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). You also acknowledge that You alone are responsible for the designation of an individual or vendor as a "contractor" and ADP will have no liability for Your designation(s). No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

**Important Tax Information (IRS Disclosure):** Notwithstanding Your engagement of ADP to provide ADP Tax Services, You are responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for Your employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. You may contact appropriate state offices directly for details.

**F. FSDD/ADPCheck/Pay Card** For FSDD and Pay Card Services, before the first credit to the account of any employee or other individual (a "Payee"), You will get a signed and valid payee authorization from the Payee (a "Payee Authorization") which will be in a form acceptable to ADP and comply with NACHA rules and applicable law and shall authorize the initiation of credits to the Payee's account and debits of such account to recover funds credited to the account in error. You will retain a copy of each Payee Authorization during the period the Payee Authorization is in effect and for two years after and will provide a copy to ADP

upon request. You agree not to distribute any ADP Checks to Payees in any manner that would allow Payees to access the associated funds before pay date and You acknowledge that doing so may result in additional fees being charged to You. You also agree to cooperate with ADP to recover funds credited to any Payee's account in error. If You want to stop payment on any ADP Check, You will provide ADP with a written stop payment request in the form provided by ADP. ADP will, within 24 hours of receipt of the request, place a stop payment order with ADP's bank. You will not request ADP stop payment on any ADP Check which represents funds to which a Payee is rightly entitled. You agree to indemnify, defend and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever from stopping payment on any ADP Check requested by You and from and against all actions, suits, losses, claims, damages, charges and expenses including attorney's or other fees, in any claims or suits arising because of a request to stop payment, including claims made by a "holder in due course" of such check. If You subscribe to the use of any Pay Card Services, You also agree to the Pay Card Services terms attached to these Terms as Exhibit A, which are incorporated into these terms as if fully set forth. By agreeing to or signing these Terms You acknowledge receipt of the Pay Card terms in Exhibit A and agree to perform all obligations set forth in Exhibit A.

G. **Background Check Services** will be provided by ADP Screening and Selection Services, Inc. ("SASS"), an affiliate of ADP. You will be required to pass the SASS credentialing process. If You do not pass this process, ADP may require additional information or deny access to the Background Check Services. You will sign and deliver to ADP any documents and forms ADP deems necessary to provide You with the Background Check Services under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations. Subscription-based programs are not available to organizations providing staffing-related services, property management companies or resellers (i.e., companies who do background checks for other companies) and are only available for Your own employment screening. ADP will abide by all of the provisions of the Fair Credit Reporting Act, as amended ("FCRA"), as applicable to the obligations of ADP acting as a consumer reporting agency in providing Background Check Services. ADP will follow reasonable quality assurance procedures with respect to preparing any reports including consumer reports and/or investigative consumer reports (hereafter each individually referred to as "Report" and collectively as "Reports"). However, because the information contained in Reports is provided by third parties, ADP is not responsible for any errors or omissions in such third-party information. You understand that the Background Check Services made available to You through a subscription-based program will have applicable limits, as indicated on Your Sales Order or similar document, and that there are additional fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. To the extent that You order Background Check Services which exceed or differ from the number and type included in Your Services, You will be charged by SASS for the amounts due for the excess number or different services. You agree to pay ADP for Background Check Services You order that are not included in Your Services, as well as for applicable fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. ADP may pass on any new or increased fees assessed on a particular product by any governmental source or third-party source or vendor at any time, upon thirty (30) days' notice to You.

You understand that from time to time ADP may provide information regarding laws and regulations applicable to users of Reports, including, but not limited to, information pertaining to a user's legal obligations and responsibilities under FCRA and other applicable laws and regulations. Any information provided by ADP, including, but not limited to, information available for reference on "The Guide" at [www.adpselect.com](http://www.adpselect.com), is provided for educational purposes only and is not legal advice. You understand and agree that You should review all applicable laws and regulations and consult with experienced counsel for legal advice. You understand that the Guide may be amended from time to time by ADP and You will have access to such amendments online. You acknowledge that You have Internet access so You can access the Guide as made available by ADP.

You are solely responsible for ensuring Your own compliance with applicable laws and regulations in requesting, using, and maintaining Reports, and for maintaining Reports sufficient to comply with Your document retention policies.

You acknowledge that so long as You have access to Background Check Services, You will have access to all Reports ordered through the SASS background site for at least one year (unless we tell You of a shorter period). ADP will not deliver copies of Reports to You once such Reports are no longer available within the SASS background screening site or after termination of the Background Check Services or this Agreement, except as required by law. ADP will make available additional accounts to You upon Your written request. You will provide any information ADP requires for establishing additional accounts. You will ensure that the additional accounts established at Your request by ADP are for employment purposes only, and only in accordance with applicable law. You will ensure that the additional accounts and all information received from ADP is used in strict compliance with the applicable provisions of all federal, state and local laws and international law and all regulations promulgated under any of them, including, but not limited to, the FCRA, the Americans with Disabilities Act (ADA 1990), all equal employment opportunity laws and regulations, to the extent applicable, the Drivers Privacy Protection Act and Federal Equal Credit Opportunity Act, and any federal, state or country specific data privacy law. In the event and to the extent of any conflict between the terms and conditions of this Section and applicable law, the provision(s) of applicable law will govern.

#### H. **TLM Products.**

a) You will provide and install all power, wiring and cabling needed for the installation of any data or time capture hardware or software (the "Timeclock Equipment"). You will pay an installation and set-up fee for each unit of Timeclock Equipment if the equipment is installed on Your premises by ADP.

b) You will not make any alterations or attach any device not provided by ADP to the Timeclock Equipment. ADP will continue to own the Timeclock Equipment unless You chose the purchase option and paid ADP the full purchase price. Unless You bought and paid for the Timeclock Equipment, it will remain a separate item of personal property though attached to other Timeclock Equipment or real property and You will not remove the Timeclock Equipment from the original installation site without ADP's prior consent.

c) Upon termination or cancellation of this Agreement, TLM and/or Payroll Services, You will, at Your expense, return the Timeclock Equipment to ADP according to ADP's instructions. The Timeclock Equipment will be returned in as good condition as received by You, except for normal wear and tear. If the Timeclock Equipment is not returned within 30 days of termination, You agree to purchase it at ADP's retail price at the time of termination. If payment for the Timeclock Equipment is not received within 30 days of any demand for the return of the Equipment, ADP will be able to use any lawful remedy to enforce its rights including, debiting the account You use for ADP Services and/or sending the account to a collection agency for settlement. The terms of this Section c. will not apply if prior to the time of termination or cancellation You had already purchased and paid for the Timeclock Equipment in full.

d) ADP warrants to You that the Timeclock Equipment will be free from defects in material and

workmanship at the date Timeclock Equipment is shipped and for 90 days after. ADP's sole obligation in case of any breach of any warranty contained in these Terms will be to repair or replace, at ADP's option, any defective items. This is the extent of ADP's liability for all claims related to Timeclock Equipment including contract and negligence claims, and will be Your sole remedy.

e) Maintenance services for the Timeclock Equipment (set forth below in Section f) apply automatically to Timeclock Equipment under the subscription option and any maintenance charges are already included in the monthly time and labor management subscription fees. The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price and a separate annual maintenance fee will apply. Under the purchase option, You can terminate Your receipt of maintenance services by giving ADP written notice at least 30 days before the end of the then current annual coverage period. ADP is not required to return any maintenance fees relating to a current or prior coverage period. (NOTE: If You select the purchase option but opt not to receive (or terminate) maintenance services by executing a waiver of maintenance services, any such services provided by ADP at Your request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at Your site. You will be responsible for all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

f) ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) will be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, if the Timeclock Equipment was properly installed and maintained by You and if it has been used in accordance with any documentation or terms provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from You of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for You to use while ADP determines the cause of the issue with the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following will not be included in the maintenance services and will be charged at ADP's then current rates: a) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress, or causes other than normal or intended use; b) Your failure to provide and maintain a suitable installation environment; c) Any changes made to or any devices not provided by ADP attached to the Timeclock Equipment; and d) Malfunctions resulting from use of badges or supplies not approved by ADP.

g) In order to keep the products current, ADP may perform maintenance fixes and other upgrades to the TLM products You are receiving. ADP will perform these upgrades on Your behalf for all hosted products. For non-hosted products, You will need to install the upgrade provided by ADP pursuant to the written notice provided to You.

h) The TLM Products are hosted by ADP in the United States. The TLM Products are intended for use by United States employees and to permit the transmission of data within the United States only. You are responsible for complying with all applicable data protection laws and represent that You obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP in the United States or otherwise make the ADP TLM Products available to Your employees outside the United States. The TLM Products may not be used or accessed in any way that violates any applicable international, federal, state or local laws and/or regulations.

i) a. Biometric Services are defined as services provided by ADP to You via the use of timeclocks and software in connection with ADP's provision of TLM Services, to the extent such timeclocks or software collect, store or use Biometric Data ("Biometric Services"). Biometric Data includes information collected by timeclocks and software obtained by scanning a part of the employee's person including without limitation: a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry ("Biometric Identifiers"), or any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual ("Biometric Information") (collectively referred to as "Biometric Data").

b. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which may apply to Your use of Biometric Services. To the extent You elect to use Biometric Services, You agree to comply with all such applicable laws and regulations in accordance with this Agreement. In the event You are unwilling to comply with laws and regulations applicable to Biometric Services, You will be able to continue to use the Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric

Services are part of the scope of Services: (i) Before any of Your or any of Your employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data ("Biometric User") is permitted to use any Biometric Services in a jurisdiction where laws and regulations govern such use, You will comply with the following requirements, in addition to any other requirements imposed by applicable law (to the extent there is a conflict between the requirements below and the requirements of applicable law, You will comply with applicable law): (a) You will implement, distribute and make available to the public, a written policy establishing Your policy with respect to the use of Biometric Data. Such policy will include: (1) a retention schedule and guidelines for permanently destroying Biometric Data; (2) a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with You, whichever occurs first; and (3) any additional requirements as required by applicable law. (b) You will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to the extent the same are required by applicable law, including: (1) notifying Biometric Users in writing that You, Your vendors, and/or the licensor of Your time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that You are providing such Biometric Data to Your vendors and the licensor of Your time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used; (2) obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing You, Your vendors, and licensor of Your time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by You, and authorizing You to provide such Biometric Data to Your vendors and the licensor of Your time and attendance software; and (3) if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by You, and/or certifying to ADP that such consents or releases have been obtained.

c. You will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, You agree to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Your failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

d. You agree that You shall use a reasonable standard of care consistent with applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which You store, transmit and protect from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account



numbers, PINs, driver's license numbers and social security numbers.

e. Notwithstanding anything to the contrary in the Agreement, You agree that ADP and any licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

f. If ADP determines that You have failed to comply with any applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to You, immediately suspend or terminate the Biometric Services.

#### **I. HR Services**

a) If You request and are permitted access to HR Services, You agree to use such Services for research and reference purposes only and only for the benefit of Your employer. By submitting any content to ADP through any HR Services, including message boards, forums, chat rooms and chatbots, You grant ADP a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, publish and display all such content (in whole or in part) and to incorporate such content in other works in any form, media or technology, whether currently existing or hereafter developed. By submitting any content to ADP, You represent and warrant to ADP that You have the unfettered right to give such a license to ADP. You agree that You will not submit any content that (a) infringes on the intellectual property rights of any other person or entity, unless You have the permission of the person or entity to submit the content and grant the license provided herein, (b) violates the privacy or publicity rights of any other person or entity, unless You have the permission of such person or entity to submit the content and thereby grant the license provided herein, (c) is offensive, obscene, defamatory, threatening or abusive, (d) advertises any other site or business or (e) contains computer programming routines or code designed to interfere in any way with the full, proper and timely operation of RUN or any HR Services or any computer system.

b) Materials accessible from or added to any HR Services or web sites by third parties, such as comments posted in discussion groups, documents, or forms, are strictly the responsibility of the third party who added such materials or made them accessible. While ADP reserves the right to monitor third-party discussions or content and to remove materials that ADP believes are inappropriate, ADP neither endorses nor undertakes to control, monitor, edit or assume responsibility for any such third-party material contained in or linked to any HR Services or web sites. Any relationship between You and any third party relating to HR Services shall be governed by any applicable agreement or terms of service between You and such third party and you assume all responsibility and risk arising from Your use of and/or reliance upon information, guidance or advice received from such third party, whether orally or in writing.

c) When You subscribe to any HR Services You can make one attributed copy of a document available through the HR Service for use within Your organization. You may not make multiple copies of documents without expressed written consent. Except for individual copies and direct use by You, You may not copy, modify, distribute, display, transmit, use or prepare derivative works based on the HR Services or any of their contents, or remove or alter any copyright, trademark or other proprietary notice from any part of the HR Services or any of the contents except where expressly instructed to do so.

d) Pursuant to the Digital Millennium Copyright Act, ADP has registered an agent with the U.S. Copyright Office. Notices of claimed copyright infringement on any web site should be directed to: Automatic Data Processing, Inc., 1 ADP Boulevard, Roseland, NJ 07068, Attn: Legal Department, Intellectual Property Counsel.

e) Although ADP makes every reasonable effort to ensure that the information, tools and data provided through the HR Services, which include the HR HelpDesk and HR Chatbots, are useful, accurate, and current, ADP cannot guarantee that the information, tools and data provided will be error-free. By using the HR Services, You assume all responsibility for and risk arising from Your use of and reliance upon the contents of the HR Services. You agree to defend, indemnify and hold harmless ADP and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to Your use of any HR Services.

#### **J. Employment Verification Services and Authorization as Agent; Employee Authorized Disclosure.**

a) To the extent You have not opted out of receipt of employment and income verification request management services (Employment Verification Services), the terms in this section will govern Your use of the Employment Verification Services and Employee Authorized Disclosure. ADP currently provides the Employment Verification Services through its subcontractors, The Work Number®, an Equifax Workforce Solutions service, though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in these Terms, You authorize ADP and its Verification Agents to disclose, on Your behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of You and Your employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Your or Your employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. You understand that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

b) Data Quality. If requested by ADP, You agree to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. ADP will update the Verification Services database with the applicable Verification Data available in RUN or through the Services.

c) Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers"). You certify that You have read the Notice to Furnishers provided to You at the following URL: <https://www.consumerfinance.gov/rules-policy/regulations/1022/m/#imageM2>. You understand Your obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certify You will comply with all such obligations. You further understand that if You do not comply with such obligations, ADP may correct incorrect Verification Data on Your behalf or terminate the Employment Verification Services upon 90 days prior written notice to You.

d) Archival Copies. Notwithstanding anything to the contrary in these Terms, You agree that, after the termination of these Terms, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Your employees and former employees and the confidentiality provisions in these Terms will continue

to apply during the time that ADP and its Verification Agents maintain any such archival copies.

e) Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to You should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

f) Employee Authorized Disclosure. ADP may disclose or use Personal Data of a Client's employee where such employee requests and consents to the disclosure for the employee's personal benefit (e.g., to verify an employee's identity in connection with a bank account application).

#### **2. Document Vault**

If You request and are permitted access to Document Vault through RUN, You agree to assume all risk and liability for all documents, information, data and content (collectively "Content") that You upload and store. You understand all Content may be protected by intellectual property and You must have the rights to all Content that You upload and store. By affording You access to Document Vault, ADP is offering You a service that allows You to upload and store Your Content. By uploading Content into Document Vault, You agree and acknowledge that You are solely responsible for all Content uploaded and stored by You and that ADP has no responsibility or obligation to monitor or notify You of any non-compliance related to Your use of Document Vault. ADP is not responsible for the accuracy, completeness, appropriateness, or legality of the Content that You upload and store. ADP is not and will not be Your record keeper. Document Vault is a self-service feature and You acknowledge that while ADP may access Your Content, You are solely responsible for complying with all applicable laws regarding recordkeeping, record storage and record retention with respect to Your Content. ADP will not be responsible for any lost, damaged or irrecoverable content. By using Document Vault, You retain full ownership of all Content that You store. You agree that You will not use Document Vault to: (1) upload, store, transmit or otherwise make available any Content that spreads messages of terror or depicts torture or death or illegal acts; (2) harm minors in any way; (3) upload, store, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; or (4) upload and store any content related to sex, violence, or any other illegal content. Uploading and storing such information will be considered a violation of these Terms and will be cause for immediate termination as set forth in Section 12. If You or ADP terminate this Agreement, Your access to RUN will terminate but You will have the ability to retrieve and download Content stored in Document Vault for a limited amount of time.

#### **3. Background Check Services Fair Credit Reporting Obligations**

A. If You request and are approved to receive Background Check Services which include receiving a "Report" or Reports from ADP, You acknowledge it is provided by ADP solely at Your request and instruction and that ADP is not acting as Your agent and not making any hiring decisions for or on your behalf. You also understand and agree that You shall do (and shall cause Your Affiliates receiving the ADP Background Check Services to do) the following:

1. Review the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act ("Notice to Users"), available at [https://files.consumerfinance.gov/f/201504\\_cfpb\\_summary\\_your-rights-under-fcra.pdf](https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf) and perform the legal obligations set forth in the Notice to Users.
2. Request, use, and maintain Reports in a manner consistent with applicable laws and regulations, as well as Your own hiring and document retention policies.
3. Use the information provided by ADP for one-time use, for the permissible purpose(s) designated in this paragraph (the "Permissible Purpose(s)") only, and only in accordance with applicable laws and regulations. The Permissible Purpose(s) is: Employment Purposes.
4. Before requesting any Report from ADP, make a clear and conspicuous disclosure to the individual who is the subject of the Report (the "Consumer") that a Report may be obtained for employment purposes, making such disclosure in writing and in a document consisting solely of the disclosure.
5. If a Report constitutes an "investigative consumer report," as defined by the federal Fair Credit Reporting Act ("FCRA"), make a clear and accurate disclosure to the Consumer, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the Consumer Financial Protection Bureau's ("CFPB") Summary of Your Rights Under the FCRA, as applicable. Further, upon written request by the Consumer within a reasonable period of time after receipt of the disclosure required by 15 U.S.C. § 1681d(a)(1), timely make a complete and accurate written disclosure to the Consumer of the nature and scope of any investigation requested.
6. Obtain written authorization from the Consumer for each Report prior to requesting any Report and retain such written authorization.
7. Ensure full compliance with the FCRA and other applicable laws and regulations.
8. If You form an intent to take an adverse action, based in whole or in part on any information contained in a Report obtained from ADP, provide (prior to taking the intended adverse action) proper additional notices to the Consumer, a copy of the Report obtained, and a Summary of Rights, as required by the FCRA or any other applicable law or regulation. After providing the additional pre-adverse action notice, You must provide the Consumer a reasonable opportunity to dispute information contained in a Report prior to Your making a final adverse hiring decision or taking any other adverse action based on any information contained in a Report. If You then decide to make a final adverse action, based in whole or in part on any information contained in a Report obtained from ADP, You must provide such additional notices required under the FCRA and any other applicable law or regulation, which notice shall include, at a minimum: (1) the name, address and telephone number of ADP; (2) a statement that ADP did not make the adverse decision and is not able to explain why the decision was made; (3) a statement setting forth the Consumer's right to obtain a free disclosure of the Report from ADP if the Consumer makes the request within 60 days; and (4) a statement setting forth the Consumer's right to dispute directly with ADP the accuracy or completeness of any information in the Report.
9. Take all measures to ensure that Reports will be requested, accessed, and/or viewed only by Your designated representatives, with the understanding that You may disclose information within any Report to the Consumer, in accordance with applicable laws and regulations.
10. Be responsible for the final verification of the Consumer's identity and for the security and dissemination of the customer number provided to You.
11. Ensure that designated representative(s) do not attempt to obtain any Report on themselves or on any other person, except in the exercise of their official duties.
12. Not resell any Report or any of the information contained in a Report.
13. Notify ADP in writing within 10 days of any changes to Your company name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger, change in ownership of 50% or more of Your stock or assets, or any change in the nature of Your business that would in any way affect Your right to request and receive Reports.

B. You certify and covenant to each of the following each time You order a Report with respect to a Consumer in the United States:

1. You certify that You will use the Reports and information contained therein only for the following specific Permissible Purpose(s): Employment Purposes. Relatedly, You certify that You



will not use the Report or information therein for any other purpose.

2. You certify that You have read the Notice to Users and that You have read and understand Your obligations under the FCRA, as well as the possible penalties for requesting Reports under false pretenses or without a permissible purpose.

3. You agree not to place an order for or otherwise request a Report for employment purposes unless (1) You have provided to the Consumer a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, that a consumer report may be obtained for employment purposes and (2) You have authorized in writing the procurement of the Report. You, therefore, certify that, prior to placing any order for a Report for an employment purpose, You will provide the required disclosures to the Consumer and receive the required authorizations from the Consumer in accordance with the FCRA, including, but not limited to, in compliance with 15 U.S.C. § 1681b(b)(2).

4. You certify that You will comply with the pre-adverse and adverse action notice requirements contained in 15 U.S.C. §§ 1681b(b)(3) and 1681m, if You are considering taking an adverse action against a Consumer.

5. You certify that You will not use information from any Report in violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state equal employment opportunity law or regulation.

6. You agree that the action of placing an order for or otherwise requesting a Report constitutes an affirmative certification to ADP as to the Consumer in question, and that by placing an order for or otherwise requesting a Report, You are certifying as to the Consumer in question that: (1) You have provided the Consumer a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, that a consumer report may be obtained for employment purposes; (2) that the Consumer has authorized in writing the procurement of the Report; (3) if applicable, You will comply with 15 U.S.C. § 1681b(b)(3) (Your pre-adverse action obligations); and (4) no information in the Report will be used in violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state equal employment opportunity law or regulation.

7. You agree not to place an order for or otherwise request a Report that constitutes an "investigative consumer report," as defined by the FCRA, unless You have provided a clear and accurate disclosure to the Consumer, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the CFPB's Summary of Your Rights under the FCRA, as applicable. You, therefore, certify that prior to placing any order for a Report that constitutes an "investigative consumer report," as defined by the FCRA, You will provide the required disclosures to the Consumer and receive the required authorizations from the Consumer in accordance with the FCRA, including, but not limited to, in compliance with 15 U.S.C. § 1681d(a).

8. You certify that for any Report constituting an "investigative consumer report," as defined by the FCRA, You will provide additional disclosures as required by 15 U.S.C. § 1681d(b). Specifically, You certify that You will comply with 15 U.S.C. § 1681d(b) by timely making a complete and accurate written disclosure to the Consumer of the nature and scope of any investigation it requests, upon request made by the Consumer within a reasonable period of time after receipt of the disclosure required by 15 U.S.C. § 1681d(a)(1).

9. You agree that by placing an order for or otherwise requesting a Report that constitutes an "investigative consumer report," as defined by the FCRA, the action of placing the order or otherwise requesting such a Report constitutes an affirmative certification as to the Consumer in question, and that You are, therefore, certifying as to the Consumer in question, that: (1) You have provided to the Consumer the written disclosures for investigative consumer reports, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the Consumer Financial Protection Bureau's ("CFPB") Summary of Your Rights under the FCRA, as applicable; and (2) if applicable, You will comply with the additional disclosure requirements imposed by 15 U.S.C. § 1681d(b).

10. To the extent You purchase employment reference verification services in connection with the ADP Background Check Services, You certify that You have read and agree to comply with the terms of use issued by ADP's vendor, TALX Corporation, set forth at [www.adpselect.com/gldocs/employmentInformationTerms.pdf](http://www.adpselect.com/gldocs/employmentInformationTerms.pdf), as the same may be amended from time to time upon notice to You.

C. 1. You also agree to take all measures to ensure that Reports will be requested, accessed and/or viewed only by Your designated representatives and only for employment purposes, provided, however, that You may disclose information within any Report obtained from ADP hereunder to an applicant or employee in accordance with applicable law.

2. You understand and agree that You (and not ADP) are solely responsible for ensuring compliance with all laws applicable to users of Reports, including, but not limited to, the disclosure and authorization requirements imposed by 15 U.S.C. § 1681b(b)(2), the disclosure requirements imposed by 15 U.S.C. § 1681d(a)-(b), the pre-adverse action notice obligations imposed by 15 U.S.C. § 1681b(b)(3), and the adverse action notice obligations imposed by 15 U.S.C. § 1681m.

3. Within 10 days following ADP's request, You shall make available for review such records as ADP deems necessary to determine that You are in compliance with applicable laws and regulations relating to the ADP Background Check Services ("Compliance Review"), which records may include, among other things, Consumer and vendor authorizations/consents, but shall not include Your financial records. Your cooperation with this Compliance Review is essential to the continued provision of the ADP Background Check Services. If either (i) You fail to cooperate with ADP in the conduct of a Compliance Review or (ii) as a part of a Compliance Review, ADP determines that You have failed to comply with any laws or regulations applicable to the ADP Background Check Services, ADP may, in its sole discretion and upon notice to You, immediately suspend or terminate the ADP Background Check Services.

4. Either party may terminate the ADP Background Check Services at any time upon 30 days' prior written notice to the other party. Further, if ADP determines that You have failed to comply with any provision of these Terms, ADP may, at its sole discretion and upon notice to Client, immediately suspend or terminate the ADP Background Check Services.

5. You understand that notwithstanding any sample forms provided by ADP, in whatever format, for the Background Check Services, You are responsible for the content of such forms.

#### 4. Fees; Taxes; Payments

A. **Fees/Taxes.** You agree to pay ADP for the Services at the rates specified on the Sales Order, digital purchase page or receipt, or similar document, whether produced on-line, sent to You via email, posted in the RUN platform, or otherwise provided to You by ADP. You will pay ADP for any Services, employees or additional services added by You in the future, and will be responsible for any banking related fees assessed by ADP with respect to such things as wires, insufficient funds, etc., and any applicable fees for additional Tax Filing Services such as amendments, late originals, eFile rejections, etc., at ADP's then prevailing prices and fees, including for the additional services or employees or any services You purchase through the ADP Marketplace. ADP does not impose a charge for accessing its mobile application, but third party providers may charge fees to You to access data. You are solely responsible for any third party fees or charges associated with accessing any mobile application. You will also be obligated to pay any maintenance fees or charges assessed for any 30-day period during which You have not processed payroll (excluding digital purchasers of online payroll subscriptions for which maintenance fees shall not be applicable). If You are a new ADP client processing on RUN, after the initial six months of service, ADP may increase base processing fees and charges for the Services at any time upon at least 30 days prior notice to You but otherwise reserves the right to increase pricing from time to time for any additional per use features and services, including but not limited to those listed

on Your sales order, available through the RUN platform, or sent to You by email or otherwise, and Your continued use of RUN or the Services constitutes Your acceptance of such fees. If You previously processed payroll with ADP on another payroll platform, ADP may increase prices for the Services at any time upon at least 30 days prior notice to You. If You fail to pay any amount due hereunder, whether by acceleration or otherwise, You, on written demand, agree to pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date until the payment date. You also agree to reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. There will be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, excluding taxes based on ADP's net income. In the event that, due to changes in legal requirements, product modifications or enhancements or new product offerings in connection with any Background Check, ADP provides additional services not otherwise included in the selected Background Check Services, as may be modified, enhanced or changed by ADP from time to time, such additional services will be provided subject to an additional charge. In addition, if any change in the implementation of the Background Check Services occurs that requires ADP to devote resources, spend time or other costs not contemplated by this Agreement, You agree to pay such additional costs as required by ADP. If You receive Background Check Services, a service fee will apply when ordering the New York Consolidated Criminal History Report. You agree that Your start date may change depending on when You start processing payroll but these Terms still apply.

B. **Payments.** ADP accepts direct debit of funds ("DDF") as payment for the Services. ADP will not accept cash, checks, C.O.D. orders and wire transfers for the Services. ADP does not accept credit cards except in limited circumstances for specific services. Your bank account will be debited, or Your credit card charged, as applicable. ADP may obtain pre-approval from the credit card company for an amount up to the amount of the order. Billing to Your credit card occurs once You click the Purchase Now button. For those specific services for which ADP accepts credit cards, the following are accepted: Visa, MasterCard, and American Express. PLEASE NOTE: ADP is unable to accept credit cards issued by banks outside of the United States. Debit cards and check cards have daily spending limits that may prevent the processing of Your order. If a purchase is declined online due to credit card issues, please ensure all data is correct and resubmit. If the transaction is not accepted You will be unable to use that card for Your purchase and should use another credit card.

C. You understand, acknowledge and agree that You, and not ADP, are responsible for the payment of any local, state, Federal or other taxes due and in no event will ADP be liable to pay any taxes due from You or Your employees, notwithstanding ADP's Tax Filing Services.

#### 5. License to use the Services

A. RUN, the Services, any content, materials, tools, calculators, text or images and related software and systems are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensors and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. The fees You pay ADP for RUN include a license fee that entitles You to use the related software and systems to access data processing services. The right to use RUN and access the data processing services provided by RUN is granted only to subscribers/licensees of ADP's RUN and their employees, for the sole purpose of using RUN, and this license terminates when You stop receiving RUN. ADP grants You a non-exclusive, non-transferable license to use RUN to access data processing services, and any related documentation supplied to You by ADP. Access to RUN and related systems and software are licensed not sold. You may not modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise try to discover any trade secret contained in RUN or in any software or system used to provide RUN, except and only to the extent that applicable law expressly permits, despite this limitation. You may not transfer, sell, rent, lease, lend or use RUN, the Services or any software or system used to provide them, to any third person or for commercial software hosting or other service bureau services. You may not download all or any part of ADP's proprietary software. You receive no rights to RUN software or systems or intellectual property of ADP or its licensors, except as expressly stated herein. ADP may terminate or suspend Your access to RUN or any related Services (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these terms or are otherwise using the Services in an inappropriate manner.

RUN and related software and systems are intended to permit the transmission of data from within the United States and may not be used or accessed from outside the United States or in any way that violates any applicable international, federal, state or local laws and/or regulations.

B. **Teledata Clients:** If You are a Teledata client, You are not permitted to access or use the ADP proprietary software except to view Your company data, print standard reports and modify employee data. You cannot use the ADP proprietary software to run payroll. As a Teledata client You have chosen to transmit Your payroll, tax and related information to ADP either by fax or over the telephone to an ADP representative. Therefore, the license and software use rights granted under these Terms to use RUN do not apply to You except as noted above.

C. **Mobile Devices.** If you are accessing RUN on a mobile device (a "Device") or downloading the ADP mobile application for Services ("Licensed Application") on a Device, the following additional terms apply.

a) **Services.** The Services available through the Licensed Application are licensed, not sold, to You for use under these Terms, subject to the ADP standard terms of service currently governing ADP's provision of Services to You. If you are downloading the Licensed Application onto a Device to access the Services, then the word "Site" as referenced herein then will be deemed to mean "Licensed Application".

b) **Scope of License.** The license granted to You for the Licensed Application, or by Your use of the Site on a Device, is a limited, non-transferable license to use the Licensed Application or Site by means of a Device that is approved for use for the Services, that You own or control and as permitted by the Device's usage rules. You may not distribute or make the Services available over a network where they could be used by multiple Devices at the same time.

c) **Commercial Items.** The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

d) **Access to other services from Devices.** In addition, third party services and third party materials that may be accessed from, displayed on or linked to the Device are not available in all languages or in all countries. ADP makes no representation that such services and third party materials are appropriate or available for use in any particular location. To the extent You choose to access such services or third party materials from your Device, you do so at Your own initiative and are responsible for compliance with any applicable laws including, but not limited to, applicable local laws. ADP, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ADP be liable for the removal of or disabling of access to any such Services. ADP may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

## 6. Account Security and Passwords

A. In order to access and use RUN You will be required to provide proper credentials including Your User Name, Password and any other authentication required by ADP ("Authentication") to access RUN. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and Your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of Your Authentication for RUN. You are responsible for any use or misuse of Your account or RUN resulting from any third party, including any individual, contractor or vendor, using any Authentication selected by You or issued to You. ADP will have no liability for any claims or losses as a result of You sharing or allowing access to Your Authentication. You agree to notify ADP immediately of any known or suspected access or use by an Unauthorized Third Party, including unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security, or misuse of RUN known to or suspected by You. You are responsible for maintaining the security and confidentiality of Your Authentication involved in obtaining access to password protected or secure areas of ADP sites and systems and shall not disclose Your Authentication or your confidential information to Unauthorized Third Parties. In order to protect You and your data, ADP may suspend your use of ADP, RUN or the Services, without notice, pending an investigation, if any unauthorized disclosure or use or breach of security is suspected.

B. You may change Your Authentication at any time by following the instructions located under the Security section of the Company Tab ("My Security Profile" and "Change My Password") in RUN. Data transmitted through RUN is encrypted for the user's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for any interception or interruption of any communications through RUN or related software or systems or for changes to or losses of data.

C. In order to protect You and Your data, ADP may suspend Your use of the Services immediately, without notice, pending an investigation, if any breach of security is suspected. In connection with the Background Check Services, You acknowledge that, for security reasons, Your Background Check account may be inactivated by ADP after a prolonged period of inactivity; provided, however, that inactivation of an account does not result in termination of this Agreement. In the event Your Background Check account becomes inactive, You must contact ADP to reactivate the Background Check account. You acknowledge that as a result of an account being deactivated, in certain circumstances, You may be required to provide new certifications with respect to Your obligations under this Agreement and in connection with the Background Check Services.

## 7. Disclaimer of Warranties

A. NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF RUN OR THE SERVICES OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, FOR ANY PURPOSE. ALL OF THE FOREGOING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SERVICES ARE PROVIDED AS A RESEARCH AND REFERENCE TOOL ONLY AND DO NOT, AND ARE NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. ADP DOES NOT PROVIDE LEGAL ADVICE. ADP AND ITS LICENSORS AND VENDORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO RUN OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU WILL BE RESPONSIBLE FOR (AND NEITHER ADP NOR ITS LICENSORS OR VENDORS WILL BE LIABLE FOR): (1) THE CONSEQUENCES OF ANY INSTRUCTIONS YOU MAY GIVE TO ADP; (2) YOUR FAILURE TO USE RUN IN THE MANNER PRESCRIBED BY ADP; (3) YOUR FAILURE TO PROTECT YOUR AUTHENTICATION, INCLUDING WITH RESPECT TO ADP'S POLICIES REGARDING PROVIDING ACCOUNT AUTHENTICATION ACCESS TO THIRD PARTIES; (4) MAINTAINING AND BACKING-UP ANY INFORMATION YOU ARE PROVIDING OR USING IN CONNECTION WITH THE ADP RUN SERVICES; AND (5) YOUR FAILURE TO SUPPLY ACCURATE INPUT INFORMATION.

B. ADP will not be liable for any damage or losses, including damage, loss or disclosure of data, accounts, revenue or business, arising out of or otherwise related to (1) use of RUN by You or by any other party to whom You have given access to Your RUN account information or RUN; (2) errors, bugs or other defects in RUN; (3) lost company, employee or vendor information (e.g., payroll information, social security numbers, lost records regarding withholdings, etc.); (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission; or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to ADP's records, programs or services; or (6) Your actions with Your employees or vendors, or the use of their information.

### C. Third party links, web sites, content and services.

a) ADP prohibits unauthorized links to the Site or the Services and the framing of any information contained on the Site or any portion of the Site or the Services. ADP reserves the right to disable any unauthorized links or frames. ADP has no responsibility or liability for any material on other web sites that may contain links to the Site or the Services. The Services and any web sites may display, include or make available, services, content, data, information, applications, links, terms of use or materials of or from third parties or provide links to certain third party web sites not under the control of ADP. Third party materials and links to other web sites are provided solely as a convenience to You. You acknowledge and agree that ADP is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party materials or web sites. ADP does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third party services, terms, third party materials or web sites, or for any other materials, products, or services of third parties. You also agree that any third party charges that are necessary to use the Site or the Services, such as internet charges and service provider charges, are Your responsibility and not that of ADP. You understand that by using any of the third party services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use such services at Your sole risk and ADP shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. ADP DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT, INFORMATION OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE SITE OR SERVICES, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN ANY USER OF THE SITE OR SERVICES AND ANY SUCH THIRD-PARTY PROVIDER.

b) Services available through or integrated with RUN. At times, ADP may make available to You

through RUN or the Services, or integrate RUN or the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If You use any third party services that are integrated with or linked to the Site or Services which require the transmission, use, sharing, access or exchange of Your Client Content or any other payroll or other data or information You provide to ADP or the third party, You are expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Your use of any third party services will be governed by any terms You agree to with the third party and in the event of any conflict between these Terms and any third party terms, these Terms will apply to the provision of the RUN Services

by ADP to You.

c) ADP Marketplace. ADP may provide You with access to the ADP Marketplace. You acknowledge that any third party application or service purchased by You through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. You will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by You and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

d) Feedback. You acknowledge and agree that You or Your employees may be asked or have the opportunity to provide suggestions, comments, submissions, content or other feedback regarding RUN or the Services ("Feedback") either within RUN, directly to an ADP representative, on an ADP web or social media site or through surveys or links to or from third party sites that may collect such information from You on behalf of ADP. You agree that all Feedback will automatically become the property of ADP, without any compensation to You or any obligation for ADP to review the Feedback, is and will be given entirely voluntarily and any Feedback, even if designated or deemed as confidential by You, will not create any confidentiality obligation for ADP. Furthermore, You hereby acknowledge and understand that, with respect to any Feedback, ADP is and will be free to use, disclose, reproduce, license or otherwise distribute or redistribute, and exploit in any way the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You represent and warrant that You own and have the right to provide such Feedback and will indemnify and hold ADP harmless from and against any claims resulting from a breach of this representation and warranty.

## 8. Intellectual Property

A. Ownership of Proprietary Rights. All computer programs (other than pre-packaged third-party software), tutorials and related documentation made available, directly or indirectly, by ADP to You as part of the Services are the exclusive property of ADP or the third parties from whom ADP has secured the rights to such Services. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Services and the related logos, names, etc. are reserved. The use of any software included in, or supplied by ADP for use with, the Services will be governed by the license terms of this Agreement and any additional license (whether written, shrink-wrapped or on-line) that may be delivered to You in connection with Your use of RUN (such as any software required to view or print reports generated by RUN). In the event of a conflict, the terms of this Agreement shall prevail.

B. ADP Indemnity. Subject to the remainder of this Section 8B, ADP will defend You in any suit or cause of action, and indemnify and hold You harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: You will take all reasonable steps to limit any potential damages which may result; You will promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action, and You assist as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing Services or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other services, processes or materials not supplied or directed by ADP (where the alleged infringement relates to such combination).

C. Use of Your Authorized Marks. In the event that ADP makes available branding of any materials, cards and/or websites associated with the Services and You request such branding, You grant to ADP, to the card issuers and any third party service providers designated by ADP (collectively, "Authorized Users") the right to display Your trademarks, trade names, service marks, logos and designs designated by You (the "Authorized Marks"), subject to Your right to review and approve the copy prior to the use of such Authorized Marks. This authorization will cover the term of this Agreement and, if You are receiving Pay Card Services, any period of ongoing use of the Cards by employees after termination of this Agreement.

## 9. Your Warranties

By subscribing to RUN, You make the following representations and warranties: (1) You have the legal capacity and authority to (a) enter into and be bound by these Terms, (b) to subscribe to and use RUN in accordance with these Terms and (c) if You are acting in a corporate capacity, to bind Your company; (2) You will not use RUN for any purpose that is unlawful, or prohibited by these Terms (as may be modified from time to time); and (3) All information supplied by You or by others using Your account is true and accurate, including information submitted as part of the registration, subscription and billing process.

## 10. Confidentiality/Privacy

A. Confidentiality. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, security, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with its own confidential information. The receiving party will limit access to Confidential Information to its

employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to enforce its rights under this Agreement. In addition to any other authorizations in these Terms, You consent and agree that ADP may (i) disclose Confidential Information to the extent necessary for ADP to perform the Services, (ii) disclose Confidential Information among ADP affiliates, subsidiaries or companies under common control with ADP, (iii) share Your FEIN number(s) with its trusted business partners in order to identify mutual clients, (iv) disclose Confidential Information to a third party, including subcontractors, to the extent that disclosure of such information is required to perform the Services, the Background Check Services or any other Services You requested, or disclosure is required in response to a subpoena, restraining notice, summons or other legal process or in connection with any litigation, (v) disclose Your banking and company information to the ADP banking partner that referred You to ADP, and (vi) disclose Confidential Information in connection with the Background Check Services as is required by ADP under any requirements of governmental data sources and consumer reporting agencies (for which ADP is a reseller), or under or to comply with any applicable laws, rules and/or regulations (including, without limitation, in connection with an audit or regulatory examination by a governmental authority). You acknowledge and agree that ADP or its affiliates may from time to time communicate, including by email, directly with You and/or Your current and terminated employees and/or Your current and terminated payees in order to service or provide the Services, solicit feedback or market its products and services or those of its recommended vendors or partners and may use certain Confidential Information to do so. ADP may also provide access to and the ability to view, print or download pay statements or other information to the extent related to such employee or payee. This access will be provided as part of the Services for the term of this Agreement and ADP may, for such period of time as determined solely by ADP, continue to provide such access to employees following any termination or suspension of the Services as a convenience and to the extent ADP maintains the information in accordance with these Terms. You agree ADP may additionally disclose and/or use Your employee information where the employee has requested and/or provided their authorization to the disclosure and use of the information. Additionally, ADP may share Confidential Information with its affiliate, ADP Broker Dealer, Inc. ("ADPBD") in order for ADP or ADPBD to market or service "Rollover IRAs" for Your terminated employees. You also agree that ADP or ADPBD may disclose such information to a terminated employee to the extent it relates to such employee and acknowledges that ADP or ADPBD may be compensated by a financial institution if an employee selects a Rollover IRA. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP can retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. You also agree that, in addition to the use of Your or Your employees' Confidential Information as otherwise set forth in these Terms, ADP may also use Your, Your employees' and participants' and other Service recipients' information for purposes other than performance of the Services or as otherwise set forth, in an aggregated, anonymized form, such that neither You nor such person(s) may be identified, and You will have no ownership interest in such aggregated, anonymized data. You authorize ADP to release employee-related, and such other data as required to perform the Services, to third party vendors of Yours as designated by You from time to time. For purposes of this Section, "Confidential Information" will mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Services, and will include, with respect to any Background Check Services, the Guide and any ADP operating guidelines which may be provided with respect to the Background Check Services, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes all ADP trade secrets, processes, proprietary data, information or documentation related thereto, any pricing or service information or communications furnished to You by ADP. Your Confidential Information also includes all personally identifiable payroll, employee-level and payee-level data, as well as Your Personal Data as defined below in Section 10B and the attached Data Privacy Appendix.

**B. Privacy.** ADP is Your service provider and processes data in accordance with Your instructions. The Data Privacy Appendix attached hereto shall supplement these Terms and outline the data protection obligations between You and ADP. Information about You submitted through RUN or the Services is subject to ADP's privacy statement, located at <https://privacy.adp.com/privacy.html>.

#### 11. Limitation of Liability

This Section 11 sets forth the full extent of ADP's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Your remedies. Each of ADP and You acknowledges that the fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 11.

**A. ADP Responsibility.** ADP will correct any of Your reports, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to You. Additionally, ADP will reimburse You for (i) actual damages You incur as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees, or the loss or misdirection of Your funds in possession or control of ADP due to ADP's error or omission (ii) any penalty imposed against You as a result of an error or omission made by ADP in performing the Tax Filing Services or (iii) any interest assessed against You as a result of ADP holding Your tax funds past the applicable due date as a result of an error or omission made by ADP in performing the Tax Filing Services.

**B. Your Responsibility.** You will be responsible for (i) the consequences of any instructions You may give to ADP, (ii) Your failure to use the Services in the manner prescribed by ADP, and (iii) Your failure to supply accurate input information.

**C. Limit on Monetary Damages.** Notwithstanding anything to the contrary contained in this Agreement (other than as set forth in Section 11.A. regarding ADP errors and any direct damages You incur for infringement claims as set forth in Section 8.B. above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by You or any third party arising from or related to the Services, will be limited to the lesser of (i) the amount of actual damages incurred by You or (ii) ADP's charges for the affected Services; provided however, that ADP's aggregate liability hereunder in any calendar year will not exceed the average charge for one payroll processing paid by You to ADP for the payroll services during such calendar year. ADP will issue You a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by You.

**D. No Consequential Damages.** NEITHER ADP, NOR YOU WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 12. Term and Termination; Your Default; Remedies Upon Default

**A. Termination.** Either party can terminate this Agreement at any time on at least thirty (30) days prior written notice. Either Party can also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other Party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party stops business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event You, Your employee(s) or any other third party (i) includes in any Services any Client Content, or undertakes any action(s), which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation, including if You have violated, or conducting business with You, a payee or subsidiary of Yours, or the provision of Services to You, is in violation of, or causes or will cause ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates, or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability, including in response to any restraining notice or (ii) wrongfully uses or accesses the Services or any other systems of ADP used in the performance of its obligations under this Agreement or (iii) are involved in any dispute regarding authority to provide ADP with instructions under this Agreement and ADP is unable to determine the authorized contact on the account from whom to take instructions. Additionally, Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from You as required by Section 1C above; (ii) a bank notifies ADP that it is no longer willing to originate debits from Your account(s) and/or credits on Your behalf for any reason, (iii) the authorization to debit Your account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account, (iv) ADP reasonably determines that You no longer meet ADP's credit/financial eligibility requirements for such Services or (v) You have any material adverse change in Your financial condition. In addition to any other termination rights in this Agreement, if ADP determines that You have failed to comply with any provision of these Additional Terms related to Background Check Services, ADP may, at its sole discretion and upon notice to You, immediately terminate any Background Check Services.

**B. Post-Termination.** If any of the Services are or may be terminated by ADP, ADP will be entitled to allocate any funds available to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP hereunder on Your behalf to a third party) and You will immediately: (i) become solely responsible for all third party payment obligations now or hereafter due (including, for Tax Filing Services, all related penalties and interest), (ii) reimburse ADP for all payments made by ADP hereunder on Your behalf to any third party, and/or (iii) pay any and all fees and charges invoiced by ADP to You relating to RUN. If ADP elects not to terminate any or all of the Services as permitted hereunder, ADP may require You to pay Your outstanding and all future third-party amounts covered by the Services and/or ADP's fees and charges for the Services to ADP by bank or certified check or by wire transfer as a condition to receiving further Services.

#### 13. Funding Indemnification

You will be liable for debits properly initiated by ADP hereunder. You unconditionally promise to pay to ADP the amount of any unfunded payroll (including any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason), on demand and interest thereon at the rate set forth in Section 4A. Also, if any debit to an employee or other Payee's or Your account reversing or correcting a previously submitted credit(s) is returned for any reason, You unconditionally promise to pay the amount of such debit upon demand and interest thereon at the rate set forth in Section 4A. You will be liable for, and will indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Your employees or payees. You agree to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to You or any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP. You agree that in the event You overfund any amount due from You, ADP may return the funds to the bank account on file with ADP.

#### 14. Other Features

**A. Data Access/Accountant Connect Feature.** When You authorize Your accounting professional or other third party ("Your Representative") to access the RUN Data Access or Accountant Connect feature, You grant Your Representative permission to view, access and/or print electronic reports and tax forms and notices, view, print and download or provide mapping to or for Your general ledger information and run payroll, as authorized by You. The information accessible by Your Representative is generated by RUN based on and/or including Your Client Content. This method of access may permit Your Representative to make changes or updates to Your Client Content, when You authorize Your Representative to process payroll using this feature. Your Representative will have access to employee level information for all employees, and will have the ability to grant that same access to others within their organization. You and Your Representative are solely responsible for any activity conducted with the Data Access or Accountant Connect feature by You or Your Representative, including with respect to Your Client Content, running payroll or general ledger mapping. ADP may keep Your payroll reports and tax forms for a period of time after any termination of Your services for a period of time designated by ADP and make these records and reports available to You or Your Authorized Representative to view, print and/or download, as a convenience, without obligation to do so, if Your Representative was previously authorized to access these records and reports.

**B. CPA View Feature.** When You authorize Your accounting professional ("Your CPA") to access the RUN CPA View feature, You grant Your CPA permission to view Your company and employee information and, view and/or print Your reports, view, print and/or update tax forms, download Your general ledger information, perform general ledger mappings (assign general ledger accounts to payroll items), as well as to change their login password and update their security profile. The information accessible by Your CPA is generated by RUN based on and/or including Your Client Content. This method of access will not permit Your CPA to make any changes or updates to Your Client Content. Your CPA will have access to employee level information for all employees. You and Your CPA are solely responsible for any activity conducted with the CPA View feature by You or Your CPA.

**C. Multi-Company Access Feature.** When You are processing Your payroll using RUN for multiple entities, RUN will provide You with the ability, through its Multi-Company Access Feature, to access multiple companies without having to log out of one company and log back into another company. When You utilize the Multi-Company Access feature You can assign multi-company access administrator rights to a RUN user. By doing so You acknowledge that such RUN user will have the authority to set up other RUN users for the feature. The list of companies that a user can access using this feature can be customized for each user. The user's role will be the same for all the companies listed for the user and may be changed during the Multi-Company Access setup. You, Your administrator and any users designated using this feature are responsible for any activity conducted in RUN.

#### 15. General

**A. Inducement.** You have not been induced to enter into this Agreement by any representation or warranty



not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, including any printed terms You may have signed, and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement contains the most updated RUN terms and may be modified from time to time. In the event of a conflict between these Terms and any other previously signed agreements, these Terms will apply unless You have signed a *Resource on Run Client Services Agreement* ("Resource CSA") in which case the Resource CSA will govern the provision of those Services to You.

B. No Third Party Beneficiaries ADP has no obligation to any third party (including, without limitation, Your employees and/or any taxing authorities) by virtue of this Agreement. Other than with respect to ADP's vendors/licensors as set forth under sections 1(F)(xvii), 7 and 11 above, there will be no third party beneficiaries to this Agreement.

C. Force Majeure Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failure or other cause beyond the party's reasonable control.

D. Non-Hire During the term of this Agreement, You will not solicit the employment of any ADP employee who has been involved in furnishing Services hereunder.

E. Waiver The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. Severability If any of the provisions of this Agreement will be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of You and ADP will be construed and enforced accordingly.

G. Relationship of the Parties You and ADP expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

H. Governing Law This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

I. Pricing The prices stated herein or in any sales order are not contingent or dependent on, or in any way related to, Your purchase of other products or services from ADP not covered hereunder, and will be honored regardless of whether or not such other products or services are purchased.

J. Printing These Terms and Conditions of Service If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms, please visit RUN customer service Web site and send an email requesting a hard copy. You may view Your Terms on the Forms page in the Support pages within the RUN application.



EXHIBIT A

Pay Card Terms and Conditions of Service

(i) Pay Card Services shall refer to ADP's payment of certain of Your Payees, through a Pay Card for wages, commissions, consulting fees or similar compensation or work-related expenses ("Permitted Payments") which are to be paid in Your normal payroll cycle. Pay Cards are issued by a financial institution selected by ADP (the "Issuing Bank"). The Pay Cards issued to Payees of Yours may be referred to herein collectively as the "Cards" or each a "Card" or "Pay Card" and Payees of Yours who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder". You will assist and cooperate with ADP in the use of the Pay Card Services and will assign a liaison person to so assist ADP. You agree that You will use the Pay Card Services solely to direct legal Permitted Payments to Payees via the Pay Cards. You also agree that You will not unduly influence a Payee's decision with respect to receiving their Permitted Payments via a Pay Card. In addition, unless approved by ADP in writing, You agree that You may not make Cards available to individuals residing in any country other than the United States, and You represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States, including employment eligibility laws, and are for services rendered in the employment context. You shall not mail, distribute, transport or otherwise provide Cards to any individual outside the United States without the express written consent of ADP.

(ii) You understand and acknowledge that access to the ADP Pay Card Services shall be conditioned upon You passing ADP's credentialing process prior to implementation and passing any additional credentialing that ADP may deem necessary in connection with the ADP Pay Card Services. You further understand that the Pay Card Services may be modified as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations.

(iii) Cardholder Set-Up. You will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank or ADP. You represent and warrant that You have all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA (as defined below), for Payee to (a) receive payments from You on its Card and (b) participate in the ADP Pay Card Services. You agree to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the ADP Pay Card Services to ADP and/or Issuing Bank upon request and agree that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank or ADP. You, and not ADP nor any of its subcontractors, is responsible for reviewing all enrollment information supplied by such Payees and confirming that it is accurate and complete. Prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, You will: (i) inspect identification documents that will verify such Payee's identity and eligibility to work in the U.S. ("Identity Verification Documents") (e.g., (1) a passport or (2) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card or (3) a U.S. issued driver's license and birth certificate); and (ii) obtain from such Payee and provide to ADP the following information, which information provided shall be accurate and verified by You: (a) name; (b) residential street address (a Post Office Box is unacceptable); (c) date of birth; (d) social security number for U.S. citizens and permanent residents (or other government issued ID number acceptable to ADP and Issuing Bank for individuals who are not U.S. citizens or permanent residents); and (e) personal telephone number. You agree to provide such additional information as may be required by ADP or the Issuing Bank in issuing a Card. You further agree that ADP or Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee set up on the Cardholder database or participating in the ADP Pay Card Services and that a Payee may be denied ADP Pay Card Services for several reasons, including Your or Payee's failure to provide accurate information or the inability by ADP or Issuing Bank (directly or through a subcontractor) to validate the personal information of the Payee. You also covenant to ADP and Issuing Bank that, with respect to each Cardholder, You will: (i) make and preserve either of the following: (a) at least one (1) copy of all Identity Verification Documents; or (b) a description of the Identity Verification Documents that were relied on by You noting the date the Verification Documents were reviewed, type of document (e.g., driver's license, government issued identification, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date, provided that if You utilize the Pay Card to pay independent contractors who use form 1099, You will preserve a copy of all Identity Verification Documents as required by (i)(a) above for those Payees. You agree to retain such documentation during the time that such Payee is a Cardholder until the earlier of (a) five years from termination of Your obligation to make payments to such Payee or (b) five years from termination of such Payee's Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and You shall retain such documentation for such longer retention period.

(iv) Issuance of Pay Cards. You may be issued an inventory of instant issue Cards. If You are issued instant issue Cards, You are responsible for distributing Cards to Your Payees from Your inventory of Cards. Prior to providing Payee's information to ADP to issue a permanent Card or load value on an instant issue Card, You shall provide each Payee with the following notice required under the USA Patriot Act: "IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a Prepaid Card account, we may require your name, address, date of birth, Social Security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing a Card to any Payee, You shall (i) remove the account routing information from the card kit; and (ii) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials. You will provide Cardholders with any other information and materials regarding the ADP Pay Card Services provided to You from time to time that is necessary for Issuing Bank or ADP to comply with applicable laws or regulations. You will be responsible for the safekeeping of the inventory of Cards received by You and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of Yours. You shall not, under any circumstance, disclose or make available the account routing (ABA/DDA) number to any Payee. You shall direct Payees to the Cardholder services telephone number to obtain account routing (ABA/DDA) number as there are additional requirements that must be met before Payees are provided their account routing (ABA/DDA) number. The amounts to be loaded to each Cardholder's Pay Card will be provided to ADP by You through one of ADP's standard payroll transmission methods available to You or another means agreed to by ADP and You. You acknowledge that Payees must accept the Cardholder Terms and Conditions and that the Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions.

(v) Card Status. You are responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has not been activated, or has been terminated, cancelled or is in inactive status.

(vi) Cardholder Services. ADP will make available Cardholder services to Cardholders. You will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is in the Cardholder agreement provided with each Card. Notwithstanding the foregoing, You will be responsible for resolving all disputes by Cardholders regarding amounts credited or debited to the Cards at Your request.

(vii) Cardholder Communication and Card Features. You understand that Cardholders may receive notices, mailings and other communications directly from ADP or the Issuing Bank. In addition, ADP may make additional Card features available to Cardholders (e.g., secondary cards, card portability, reward programs, etc.).

(viii) Issuing Bank. All Cards issued to Cardholders are the property of Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms and Conditions. In the event of cancellation of a Card, such Payee will be required to resume another means of payment made available by You.

(ix) Cardholder Information. You understand that You are not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to You. You agree to treat all Cardholder account information, including Card transaction records, and all other information related to the Issuing Bank or ADP's provision of ADP Pay Card Services to Cardholders, whether provided or made available to You by ADP or Issuing Bank (or their respective agents and subcontractors), as confidential in accordance with the terms of Section 10 of the RUN Terms and Conditions of Service.

(x) Cardholder Fees. You acknowledge that separate fees and charges will be applied to Cardholders' Cards as set forth on the fee schedule provided to each Payee with the card kit prior to activation of the Card and such fees and charges are the responsibility of the Cardholder. Such Cardholder fees and charges are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by You.

(xi) Use of Your Authorized Marks. In the event that ADP makes available branding of any materials, Cards and/or websites associated with the ADP Pay Card Services and You request such branding, You grant to ADP, the Issuing Bank and any third party service provider designated by ADP (collectively, "Authorized Users") the right to display the Authorized Marks on the materials, Cards and/or websites associated with the ADP Pay Card Services, subject to Your right to review and approve the copy prior to the use of such Authorized Marks. The term "Authorized Marks" shall refer to any trademarks, trade names, service marks, logos and designs designated by You for branding in connection with the ADP Pay Card Services. This authorization shall cover the term of this Agreement and any period of ongoing use of the Cards by Payees after termination. You understand that various marks identified with ADP, the Issuing Bank and other parties providing services with respect to the Cards may also appear on the materials, Cards and/or websites associated with the ADP Pay Card Services. You shall indemnify and hold harmless the Authorized Users from any loss, damages, claims, liabilities or expenses (including reasonable attorney's fees) that they may incur as a result of any claim that an Authorized User's use of or reference to the Authorized Marks as permitted herein infringes on the right of any other party.

(xii) Use of Issuing Bank's Marks. Except for materials and collateral provided by either ADP or the Issuing Bank, You agree that You will not use the name or marks of the Issuing Bank in any materials You distribute or make available to Your Payees without the Issuing Bank's prior written consent, as applicable.

(xiii) Payee Information. Notwithstanding the provisions of Section 10 of the RUN Terms and Conditions of Service, You agree that ADP and its subcontractors providing ADP Pay Card Services may disclose information to a Cardholder related to Your loads to Cardholder's Card and Card enrollment information provided by You regarding Cardholder and may otherwise use or disclose information regarding a particular Cardholder with the consent of that Cardholder or consistent with the Cardholder agreement and/or privacy policy applicable to that Cardholder.

(xiv) Your Responsibility for Compliance with Laws. Regarding the ADP Pay Card Services, the following provision shall apply in place of Section 1.E. of the RUN Terms and Conditions of Service with respect to laws and governmental regulations affecting the ADP Pay Card Services. Subject to Your fulfillment of Your compliance responsibilities under the Federal Reserve Board, Regulation E (12 CFR 1005, "Regulation E") as set forth below, ADP shall be responsible for compliance with the other requirements of Regulation E applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, You (and not ADP, the Issuing Bank or their agents and subcontractors) are solely responsible for (i) compliance with all laws and governmental regulations affecting Your business, including state labor and payroll laws and the permissibility of the ADP Pay Card Services under such laws and federal employment eligibility laws, and (ii) any use You may make of the ADP Pay Card Services to assist You in complying with such laws and governmental regulations. In addition, You shall be responsible for compliance with those requirements of Regulation E controlled by You. Without limitation of the foregoing, You will fulfill the following responsibilities: (i) You will distribute to Your Payees all documentation (including, without limitation, Card fees and charges disclosure schedule and Cardholder Terms and Conditions) that ADP makes available to You for distribution purposes, and (ii) You will not mandate that any Payee receive wages only on the Pay Card; in lieu of such mandate, You will provide to Payees other legally permissible options for payment of wages. You also represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States and are for services rendered in the employment context for Payees who are legally eligible to work in the U.S. You will not rely solely on Your use of the ADP Pay Card Services in complying with any laws and governmental regulations.

(xv) Audits and Information Requests. You agree that upon prior notice from ADP or Issuing Bank, ADP, Issuing Bank and any regulatory authorities which have jurisdiction over the Issuing Bank or ADP shall have the right to audit and inspect Your books and records related to the ADP Pay Card Services and Your performance of Your obligations with respect thereto, including, without limitation, the following: (i) Your records pertaining to the set-up of Payees on the Cardholder database and participation of Cardholders in the ADP Pay Card Services; and (ii) the Identity Verification Documents. Subject to applicable law, You agree to provide Issuing Bank or ADP with information and documents related to the ADP Pay Card Services in Your control or possession (x) in connection with inquiries or requests made by regulators or other enforcement agencies or authorities or (y)

where provision of such information and documents is otherwise necessary for Issuing Bank or ADP to demonstrate compliance with applicable law, regulatory requirements or network rules to which Issuing Bank or ADP is subject.

(xvi) Network Rules. ADP Pay Card Services are subject to financial industry rules and compliance standards imposed by various card/payment networks or associations (collectively, the "Network Rules"). You agree, to the extent You utilize ADP Pay Card Services, to comply with Network Rules identified by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.

(xvii) Third Party Beneficiary. Notwithstanding Section 15 of the RUN Terms and Conditions of Service, You acknowledge and agree that Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement (as it relates to ADP Pay Card Services) entitled to enforce each of the provisions of this Exhibit and the RUN Terms and Conditions of Service specifically listed below against You as well as the limitation of liability provisions of Section 11 of the RUN Terms and Conditions of Service, including in equity and in law, as if it or they were a party hereto. The provisions of the RUN Terms and Conditions of Service applicable to the foregoing sentence include Sections 1C and 12A and the provisions of this Exhibit A applicable to the foregoing sentence include Sections (ii), (iii), (iv), (viii), (ix), (xi), (xii), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix), (xx) and (xxi). You acknowledge and agree that Section (ix) (Cardholder Information) and Section (xx) of this Exhibit A, and Section 11 (Limitations of Liability) of the RUN Terms and Conditions of Service, and Section (xix) (Indemnification) of this Exhibit A shall survive termination or expiration of this Agreement and the RUN Terms and Conditions of Service.

(xviii) Liability for Interruptions and Delays. Neither ADP nor the Issuing Bank shall be liable or deemed to be in default for any act, failure to act, negligence or bad faith by, or the insolvency of, any clearing house, card network or card association governing use of the Cards issued hereunder. Neither ADP nor the Issuing Bank shall be liable for any damages to You arising from any decision to refrain from or delay originating debit/credit entries or issuing ADP Checks or crediting amounts to any Pay Card (a) after reasonable efforts to verify Your instruction or such debit/credit entries by the required security procedure have failed, (b) due to Your creditworthiness, or (c) because ADP has not received timely funds from You as required by Section 1.C. of the RUN Terms and Conditions of Service.

(xix) Client Indemnity. You shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of Your compliance obligations hereunder, any fraudulent or criminal acts of Your employees, including as a result of the theft or misappropriation of any Cards (or any negotiable instruments that may be issued with Cards) by Your employees (e.g., the issuance of unauthorized Cards or fraudulent use of negotiable instruments) or the loading of unauthorized value onto Cards. You also agree to defend, indemnify and hold harmless Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with Your negligence in connection with Your use and/or provision of the ADP Wage Payments Card Services or otherwise in connection with Your performance or obligations under this Agreement.

(xx) No Consequential Damages. IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, ADP OR ANY OF ADP'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH YOU MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE ADP PAY SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(xxi) Termination. You agree that the ADP Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days notice to You if ADP or the Issuing Bank believes that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the ADP Pay Card Services (or any feature thereof) in such jurisdiction.

Notwithstanding anything to the contrary herein, ADP may immediately in ADP's sole discretion suspend any of the ADP Pay Card Services or terminate this Agreement and/or any of the ADP Pay Card Services and declare all amounts due and to become due immediately due and payable by You if: (i) ADP reasonably determines that You may be engaged in illegal activity or that You may be utilizing any of the ADP Pay Card Services in an illegal manner; (ii) the Originating Bank notifies ADP that it is no longer willing to originate debits or credits for any reason; or (iii) with respect to the ADP Pay Card Services, the Issuing Bank cancels the Cards issued on Your behalf or advises ADP that it is no longer willing to service the Cards, provided that in such instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing ADP Pay Card Services during such search for a successor Issuing Bank.

If the ADP Pay Card Services are or may be terminated by ADP pursuant to this section, You will immediately become solely responsible for all of Your third-party payment obligations covered by such ADP Pay Card Services then or thereafter due.

## Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under applicable law and supplements the Agreement, including the Privacy provisions included in Section 10 (Confidentiality/Privacy), between ADP, Inc. and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at [www.adp.com/-/media/adp/privacy/pdf/glossary\\_en.pdf](http://www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf).

### PART I - GENERAL

1. **Client Obligations.** Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Laws; and (c) Client has authority to provide under Applicable Law.

2. **ADP Obligations.** ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Laws; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.

ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. **De-identification and Aggregation.** In addition to any rights granted to ADP in Section 10 of the Agreement to use aggregated and anonymized data, ADP will not attempt to, and will not, re-identify any of Client Personal Data.

4. **Transfers to Subprocessors.** ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country in which Client Personal Data was collected. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.

An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, shall be made available in the RUN platform. Such list may be updated from time to time.

5. **Compliance Obligations.** ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Laws.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. **Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Personal Data against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with Applicable Laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of Client Personal Data.

7. **Data Security Breach - Notification.** If ADP becomes aware of a Data Security Breach of Client Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by Applicable Law.

8. **Data Security Breach - Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

9. **Client Instructions.** When receiving Client instructions regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to Client instruction.

10. **Assistance.** ADP will assist Client with Client data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests and complaints and providing Client with relevant information for conducting data protection impact or risk assessments. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from Client Employee, ADP shall promptly forward the Employee request to Client.

11. **Client Audit.** ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably consider that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:

- (a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,
- (b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to

(i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP clients. ADP will charge Client a reasonable fee for such audit.

### PART II - GDPR

12. **Scope.** This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at [https://www.adp.com/-/media/adp/privacy/pdf/bcrpc\\_en.pdf](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf), governs. ADP has obtained EU authorization of its ADP Privacy Code.

13. **International Transfers.** For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

14. **Additional Subprocessor Obligations.** Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

15. **ADP Privacy Code EU Authorization.** ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

### PART III - Miscellaneous

16. **Order of Precedence.** In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.

17. **Scope.** This Data Privacy Appendix provides no additional rights to Client Employees that are not already provided under the Applicable Law to which Client Employee is subject.

## CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT

Client Name TURNBULL CREEK COMMUNITY DEVELOPMENT  
DISTRICT

Branch

Co.Code

Additional Applicable Company Codes

With respect to the services for which ADP, Inc ("ADP") has been engaged as described in the services agreement or other understanding between ADP and Client (each, a "Service" and collectively the "Services"), Client agrees to the debit method listed below for collection of Services selected below. Client agrees to the ACH debit method listed below for collection of the applicable fees for Services, all pursuant to this Client Account Agreement and Authorization to Debit/Credit, including Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP out of Client's applicable bank account (the "DDA Account") at the financial institution specified below ("Bank"). Additional authorizations may be required by Client's Bank(s) authorizing reverse wire and/or ACH transactions. Client acknowledges and agrees that the implementation and ongoing provision of Services are conditioned upon Client passing (and continuing to pass) credentialing and bank account and balance verification processes that ADP may deem necessary in connection with the provision of Services utilizing data available to ADP.

☐

Yes

☐

No

(Check as applicable and, if yes, complete Exhibit B): Client will be utilizing ADP's Payment Services to initiate payments on behalf of non-Affiliates of Client.

**Client understands and agrees that (1) it has an ongoing obligation to inform ADP if Client's response changes** for any reason, which may require Client to execute a new Client Account Agreement, and (2) ADP may provide the names of any non-Affiliate to its bank partners.

### DEBIT METHOD (Check Applicable Boxes):

Note: This Section for Products/Services only

☐

Reverse Wire

ADP will initiate request for a wire transfers of funds from the DDA ACCOUNT indicated below in accordance with the Reverse Wire provisions of this Agreement. Each applicable BANK is authorized to charge the applicable DDA Account in accordance with the Reverse Wire provisions of this Agreement.

☒

ACH (Please refer to the ACH Debit Filter page for Bank Authorization/Setup)

ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. **NOTE: CLIENT qualified for ACH may be required to initiate funding via direct wire for debits exceeding the dollar limit established by ADP (in its sole discretion).**

☐

ACH/REVERSE WIRE (X80-Over ACH Dollar Limit)

ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. In the event a debit exceeds the established threshold for ACH processing, Client agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire instructions of this Agreement. (Recommended)

### BANK INFORMATION:

**\*FSDD & ADP Check funds must be debited from the same account**

☒ Payroll Taxes ☒ FSDD\* ☐ ADPCK\* ☐ Pay Card ☐ ACA ☐ WGPS ☐ Wage Garnishment ☐ Retirement Svcs ☐ Workers Comp ☐ Other

BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire <input type="checkbox"/> ACH <input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

☐ Payroll Taxes ☐ FSDD\* ☐ ADPCK\* ☐ Pay Card ☐ ACA ☐ WGPS ☐ Wage Garnishment ☐ Retirement Svcs ☐ Workers Comp ☐ Other

BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire <input type="checkbox"/> ACH <input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

### ACH FEES FOR SERVICES

ADP will initiate ACH debits for its Fees for Services from the DDA Account indicated below in accordance with the ACH provisions of this Agreement. The applicable BANK is authorized to charge the applicable DDA Account in accordance with the ACH provisions of this Agreement.

☒ Same bank information as above

<input checked="" type="checkbox"/> Fees for Services (ACH Debit Method)	
BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact



BANK Address	BANK Phone
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**COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK OR PAY CARD IS INDICATED ABOVE:**

Est. No. of Employees: 5	ADPCheck Partner Bank:	FSDD Start Date: 01/19/2023	ADPCK Start Date:	Federal ID# 20-1429812
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In consideration of each BANK's compliance with this authorization, CLIENT agrees that such BANK's treatment of any charge, and such BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, such BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the applicable DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement shall control with respect to any money transmission services, including Payment Services. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on CLIENT'S behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until the applicable BANK(s) and ADP have each received such notice and have had reasonable time to act upon such notice.

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Client Signature:	_____	Date:	01/11/2023
Client Name & Title:	_____		
(Must be an authorized signatory on the accounts listed above)			

**FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT**

**CORPORATE CHECK (This bank account below will be printed on your company checks.):**

BANK Transit/ABA #	BANK Account(DDA)#
Bank Name	Starting Check Number:
Bank Address	

## ACH FEES FOR SERVICES

Client understands that funds representing the total of Fees for Services must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client after such services are rendered. ADP will initiate a transfer of such funds out of such DDA Account on such date.

## REVERSE WIRE

CLIENT understands that funds representing the total of payment obligations for selected Services, must be on deposit in the applicable DDA Account no later than the date(s) specified in the services agreement between ADP and CLIENT. ADP will request such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP). In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer.

For ADP contingency purposes, ADP recommends both bank accounts listed in the chart below be set up at the Clients bank.

## NOTICE

CLIENT acknowledges that if sufficient funds are not available by the funding due date required, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all CLIENT third-party payments and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Fees for Services. Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH Transactions (IAT) without first (1) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form as directed by ADP) and (2) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.

### **ADP Check, FSDD, Garnishment Services, Pay Card, WGPS, Garnishment Services, Other**

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835673	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374926	Reverse Wire Impound

### **Tax & 401K**

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835681	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374934	Reverse Wire Impound

### **Workers' Compensation**

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192836812	Reverse Wire Impound

## EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S and its Originators, if any, compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.
- (x) CLIENT acknowledges and agrees, to the extent applicable, that (1) prior to initiating any Entries on behalf of an unaffiliated third party, Client will enter into agreement with such third party in accordance with the requirements set forth in the NACHA Rules prior to initiating any Entries on behalf of such third party and (2) Client is responsible for such third-party's compliance with the NACHA Rules

## ACH Debit Filters – ADP Company ID's (Does not apply to wire transactions)

### What is an ACH Debit filter?

An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

### What is a Company ID?

The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

### What do I need to do with these numbers?

To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

### How do I know what ID to use?

We've made it easy by including all of the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds			
ADP Bank	Payment Type	Domestic ID	IAT* ID
Bank of America	ACH	9333006057	E133036745
Harris	ACH	9333006057	E133036745
JPMorgan Chase	ACH	9333006057	E133036745
JPMorgan Chase	ACH (Flexible Spending)	9666666606	H133036745
JPMorgan Chase	ACH (Workers Comp)	9555555505	G133036745
JPMorgan Chase	ACH (TotalSource Only)	8238112001	N/A
JPMorgan Chase	ACH (TotalSource Only)	9238112001	N/A
PNC	ACH	9333006057	E133036745
Wells Fargo	ACH	9333006057	E133036745
Wells Fargo	ACH (Property & Casualty)	9333006058	D133036745
Wells Fargo	ACH (Benefit Services)	9333006060	E133036745
Wells Fargo	ACH (Health & Benefits)	9333006059	G133036745
Tax Company IDs Employer Impounds			
Bank of America	ACH	1941711111	V133036745
Bank of America	ACH	1223006057	N/A
Bank of America	ACH	2223006057	W133036745
Harris	ACH	0001600238	S133036745
JPMorgan Chase	ACH	1223006057	U223006057
PNC	ACH	1223006057	U133036745
Wells Fargo	ACH	9095926526	Y133036745
Wells Fargo	ACH	1223006057	U133036745
Wells Fargo	ACH	1223006057	U133036745
Direct Debit of Fees (DDF) Company IDs			
Bank of America	Direct Debit of Fees	9223006057	N/A
JPMorgan Chase	Direct Debit of Fees	9659605001	N/A
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)	9659605002	N/A

\*IAT = International ACH Transaction





## Exhibit B

### List of Non-Affiliates for Payment Services

Please provide the legal name for each non-Affiliate for which Client will cause ADP to initiate payments.

Non-Affiliate Legal Name	FEIN	Industry



**Reporting Agent Authorization  
(State Limited Power of Attorney &  
Tax Information Authorization)**  
(In accordance with Internal Revenue Service  
Revenue Procedures)

1 Co/Code	2 Branch	3 Federal ID Number
		20-1429812
4 If you are a seasonal employer, check here . . .		

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)  
TURNBULL CREEK COMMUNITY DEVELOPMEN

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

7 Address(number, street, and room or suite no.) City or town, state and ZIP Code  
3434 Colwell Ave Tampa,  
Ste 200 FL 33614-8390

REPORTING AGENT: ADP Tax Services, 400 West Covina Boulevard, San Dimas, CA 91773 ID # 22-3006057

**Authorization of Reporting Agent to Sign and File Returns** (Caution: See Authorization Agreement)

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	2023	941	1 2023	940-PR	N/A	941-PR	N/A	941-SS	N/A	943	N/A
Tax Year		Qtr/Yr		Tax Year		Qtr/Yr		Qtr/Yr		Tax Year	
943-PR	N/A	944	N/A	944-PR	N/A	945	N/A				
Tax Year		Tax Year		Tax Year		Tax Year					

**Authorization of Reporting Agent to Make Deposits and Payments** (Caution: See Authorization Agreement)

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	1 2023	941	1 2023	943		944		945	
Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr	

**Disclosure of Information to Reporting Agent**

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notices and other communications from the IRS, related to the authorization granted on Line 8 and/or Line 9. . . . .

☒

10b Check here if the Reporting Agent also wants to receive copies of notices from the IRS . . . . .

☒

**Form W-2 Series or Form 1099 Series Disclosure Authorization**

11 The Reporting Agent is authorized to disclose otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the form W-2/1099 series information returns. This authority is effective for calendar years beginning:

W-2	2023	1099
Tax Year		Tax Year

**State and Local Authorization** (Caution: See Authorization Agreement)

12 By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and file tax returns and make deposits electronically, on magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits. ADP is also hereby authorized to receive notices, correspondence and transcripts from all applicable state and local jurisdictions, resolve matters pertaining to these deposits and filings, and to request and receive deposit frequency data and any other information from applicable state and local jurisdictions related to taxpayer's employment tax returns and deposits for the tax periods indicated in Section 8 and all returns filed and deposits made by ADP from the date hereof.

☒

This authorization shall include all applicable state and local forms and shall commence with the tax period indicated and shall remain in effect through all subsequent periods until either revoked by the taxpayer or terminated by the ADP. Unless the taxpayer is required to file or deposit electronically, ADP will, in its discretion, file and make deposits on the taxpayer's behalf in one of the filing methods: electronic, magnetic media or paper.

1 2023

Qtr/Yr

<b>Authorization Agreement</b>	<b>13 Signature of Taxpayer or Authorized Representative</b>
<p><b>I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf.</b> If Line 8 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 9 are completed, the Reporting Agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or Reporting Agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on Line 8 and/or Line 9 including disclosure required to process Form 8655. Disclosure authority is effective upon signature of the taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.</p>	I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.
	Name (Required)
	Title
	Signature (Required)
	Date (Required) 01/11/2023

For Privacy Act and Paperwork Reduction Act notice, see attached.

TX-6931 Revised: 03/10/2015

UZA

**ADP eSignature Info**

Date/Time:

IP:

ID:



Company Legal Name: TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

**Applied For ID**

This is to notify ADP® that I recently applied for identification number(s) for the State, Unemployment and / or Local jurisdiction(s) identified as “Applied For” below and have not received identification number(s) from appropriate state jurisdictions.

For states that have specific requirements for obtaining identification numbers (i.e., cannot apply until wage requirement is met or until my company processes their first payroll)., I understand that I am responsible for obtaining identification numbers and providing them to ADP, once my company meets state requirements for obtaining the identification number(s).

**Proof Waiver for State Jurisdictions**

This is to notify ADP that I am unable to provide proof of identification number(s) for the state withholding, state unemployment, and/or local jurisdiction(s) identified below.

State Name	State Income Tax ID Number	State Unemployment ID Number
FL		9980294

By my signature below, I hereby release and hold harmless ADP from any and all claims, liabilities, interest and/or penalties as a result of the Company’s inability to provide the necessary proofs including but not limited to those arising from rejected filings and deposits due to missing or incorrect ID number(s), incorrect deposit(s) frequency and/or experience rate(s).

Client Authorized Signature: \_\_\_\_\_

Client Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Client Appreciation Program

Do you own any other businesses?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Who of your friends and family own businesses?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Who is your business mentor?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Additional Referral	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

# ADP Online Client Appreciation Program

## Terms and Conditions of Use

These Terms and Conditions of Use ("Terms") are an agreement between ADP, Inc. ("ADP"), on behalf of its Small Business Services line of business ("SBS"), and You and apply to the ADP Online **Client Appreciation** program (the "Program") described in these Terms. By enrolling in or using the Program, You agree to be bound by these Terms, including any modifications and/or updates made by ADP from time to time and posted on any applicable web site, as they relate to the Program. If You do not agree to these Terms or any updates, do not enroll in or use the Program. "You" and "Your" means You, Your company, Your employees, Your subsidiaries, Your affiliates and Your agents whom You have enrolled as "users" of the Program, all of which agree to be bound by these Terms, any applicable additional terms, updates, policies and any other terms and guidelines found throughout the Program.

**1. THE PROGRAM AND REFERRAL ACTIVITIES.** The Program is designed to enable ADP's SBS clients that are processing payroll using ADP's RUN Powered by ADP® ("RUN") payroll processing platforms, to refer other RUN clients to ADP and receive the rewards set forth herein for such referrals. The Program consists of the ability by SBS clients to access the ADP client referral rewards web site currently located at [www.adpreferralrewards.com](http://www.adpreferralrewards.com), or such other address as ADP may determine from time to time, hosted by ADP or its third party vendor ("Rewards Site"), enroll in the Program, accept these Terms, either upon registration through the Rewards Site, or when otherwise prompted to accept these Program Terms, and make referrals to ADP and, in exchange for referrals that become new ADP Clients (as defined below) under and pursuant to these Terms, receive the rewards set forth herein. ADP is willing to perform the RUN payroll and payroll related tax filing data processing services (the "Services") for businesses referred to ADP by You that wish to receive any or all of such Services ("Prospects") and that sign ADP's standard forms of agreement and meet ADP's eligibility requirements covering such RUN Services (the "Clients"). In exchange for Your referrals, ADP shall, for each eligible Prospect referred to ADP under this Program that becomes an ADP RUN Client and begins processing Services with ADP and continues processing for thirty (30) consecutive days, award You the credit or reward ("Reward") under the Program as set forth herein, and/or free payroll, as applicable, for as long as You remain a RUN client of ADP and process payroll which results in an invoice to You. If You are new to the Program or are re-enrolling in the Program, You will not be fully enrolled in the Program or begin receiving any rewards or credits until ADP acknowledges Your agreement to these Terms by sending You an electronic acknowledgment by e-mail confirming Your enrollment. You agree that You will provide a fully-completed and signed W9 form to ADP upon request which You acknowledge may be a pre-condition to receiving payments.

**2. REWARDS AND/OR FREE PAYROLL.** You will be awarded Rewards and/or free payroll as set forth below for each eligible RUN Client that You refer that starts processing Services with ADP during each twelve-month period of this Agreement during the Term (as defined below in Section 5) starting with and as measured by Your enrollment date ("Annual Period"). Referred Clients must each complete thirty (30) consecutive days of processing Services with ADP to qualify toward the Reward or free payroll. Rewards and free payroll will be awarded as follows:

- For each new referred Client that starts processing up to the first two (2) - 100 Reward points each;
- For 3 Clients - Free payroll processing for one year as set forth below to a maximum credit of \$2,500;
- For each referred Client after the 3rd that starts processing during any Annual Period - 100 Reward points each.

Each Reward point shall be equal to \$1.00 / point rewarded. Points shall accumulate in a rewards bank and shall be accessible and redeemable at the web site of ADP's rewards redemption vendor ("Rewards Redemption Vendor"), and shall be issued as either a virtual or hard copy prepaid card, or such other merchant card as may be selected by You from available options at the Rewards Redemption Vendor's website ("Rewards Website"). The Rewards Website shall be hosted and managed by ADP's third party Rewards Redemption Vendor whose terms and conditions will apply, including with respect to the card issuance and redemption options. By using the Rewards Redemption Website, agreeing to receive or receiving any cards or other rewards accessible through the Program or the Rewards Redemption Website, You acknowledge and are agreeing that ADP may share Your information with ADP's third party Vendors that administer or are involved with the Program and/or any card issuers that provide cards through the Program, including personal information of Yours. You also agree that such third party Vendor's and card issuers may have terms, verification processes and procedures to which You may be subject in order to participate and with respect to which ADP may be required to share Your information, which shall include any identification verification or data. You further agree that ADP shall have no liability or responsibility with



respect to such Vendors, sites, cards, card issuers or any rewards options available at the Rewards Website. You also acknowledge and agree that use of the Rewards Website and/or participation by You in this Program shall constitute Your express authorization for ADP to share Your information, including personal information, as may be required for You to access the Rewards Website and redeem points awarded to You under the Program. You also agree to provide and be responsible for any information as may be requested by the Rewards Redemption Vendor or its agents in order for the Rewards Redemption Vendor to fulfill its obligations under the Program or issue any cards and You acknowledge that Your failure to do so may result in cards being declined, suspended or cancelled or Your account being unavailable or inactivated. You also agree that You will be responsible for any email or physical shipment addresses You provide if different than the addresses You provided to ADP upon enrollment or thereafter.

You represent and warrant that the Card Program hereunder does not constitute payment of "commissions" or "compensation" to You or Your employees, and is therefore not subject to regulation under Regulation E of the Electronic Funds Transfer Act and its Official Staff Commentary as issued August 24, 2006. You acknowledge and agree that violation of the preceding representation and warranty entitles ADP or the issuer of the card to terminate Your participation in the Program and issuance of any Rewards may be suspended.

Free payroll for the referral of three (3) Clients will be applied to Your future payroll processing invoices as set forth below.

For the sake of clarity, You shall only be entitled to one free year of payroll for achieving a minimum of three (3) referrals during any Annual Period during the Term and each Annual Period under the Term shall begin anew so that any referrals made by You in any previous Annual Period during the Term shall not be carried over into the following Annual Period. To count as a referral toward any Annual Period all referred Clients must have started processing payroll with ADP within the Annual Period in which they were referred. Free payroll for the referral of 3 or more Clients in any Annual Period as set forth above will apply to You if You are enrolled in the Program and are processing payroll on RUN and refer a minimum of 3 Clients under the Program, each of which meet the 30-day processing requirement. Free payroll will be given after the third referred Client meets the 30-day processing requirement and will apply to all features of standard payroll processing invoiced on Your regular processing cycle including all recurring processing fees (including recurring "per employee" fees) chargeable to You for payroll services based upon ADP's standard book pricing for the payroll services and billed to You for the applicable twelve month period beginning with the first eligible invoice for payroll service(s), excluding, without limitation, therefrom: (i) any discount applied to invoiced fees and any fees derived from set up, training, shipping, delivery and installation (except that any delivery charges that are included in Your standard RUN payroll services bundle will be included as part of Your free payroll), custom programming, the sale, rental or leasing of equipment or software, maintenance, or the provision by ADP of checks, forms or other supplies, (ii) any fees derived from Client conversion, consulting services, official bank checks, W 2 forms, or tax or special one time reports, (iii) sales, service or excise taxes, (iv) third party pass through charges, (v) fees derived from an ADP product or service that is not a payroll processing or tax filing service (e.g., non-payroll processing aspects of employee leasing services, benefit administration services, retirement services and insurances services), whether offered as ancillary services to the payroll and tax filing services or combined with such services into an integrated offering, (vi) any portion of fees representing, or reimbursing ADP for, the amount of employee wages paid in ADP's employee leasing/professional employer organization business and (vii) ADP products or services not in existence on the date hereof. In no event will credits or free payroll exceed fees paid or payable. In the event You have received any credits toward future payroll under these terms and You terminate Your payroll services with ADP prior to such credits having been applied toward eligible payroll services, You shall be required to immediately return the amount of any credits You have received that exceed any fees due from You to ADP for the services against which the credits were eligible.

In order to receive ANY Rewards or free payroll under the Program, all sales to Clients need to have been made as a direct result of Your direct "Involvement and/or Referral" (as defined below) and each referral must be accompanied by Your unique Partner Identification Code (PIC) assigned to You by ADP for appropriate tracking and points calculation. For purposes of the Program and these Terms, Your "Involvement and/or Referral" shall mean, with respect to a sale of any Services, that: (i) the initial contact regarding the sale of the Services to a Prospect was made by an authorized employee of Yours or as a result of a specific referral of the Services to such Prospect by Your authorized employee or (ii) Your referral under the Program resulted in an appointment with the Prospect by an ADP sales representative, or (iii) an ADP sales representative requested that Your personnel meet with one of Your Prospects to assist in closing a sale at any time prior to completion of a sale of the Services and Your personnel complied with such a request.

Free payroll due to You for referrals in accordance with these Terms will be credited and applied against Your payroll processing invoice(s) at the end of the ADP fiscal month close following the fiscal month the referred Client(s) completes processing Services with ADP for a period of thirty (30) consecutive days. All other Rewards earned under the Program will be issued in the form of a prepaid card which may be hard copy or digital and which may require that You log into a third party web site to redeem. You acknowledge and agree that third party Vendor and/or card issuer fees and terms may apply which may impact Your Reward amount. Neither ADP nor its third party Vendor is responsible for any lost, stolen or expired cards or rewards. Notification of Rewards may be by email to the email address provided by You upon enrollment, or such other updated email address provided by You. Rewards will be issued to the person who enrolled in the Program on Your behalf, or such other person as may be designated by You, regardless of who provided the referral, and will be sent, if by email, to the email address provided upon enrollment, or such updated email address provided, or to a physical address in the United States if such option is provided and selected, and that person will be responsible for disbursing and/or allocating the Reward on Your behalf in accordance with Your instructions. Rewards will be issued in the month following the month in which the referred Client completes processing the Services with ADP for a period of thirty (30) consecutive days. You will receive Rewards for new Clients only and in no event will You be awarded any Rewards for an existing ADP Client or for Clients referred by a third party prior to receipt by ADP of a referral from You. In no event will you be awarded any credit or Reward for an ADP Client following the termination of ADP's Services by a Client referred by You under this Agreement prior to the completion by the referred Client of thirty (30) consecutive days of processing payroll with ADP. In the event You terminate processing Your payroll with ADP, any credits, Rewards or free payroll You are due under the Program shall be relinquished and You shall not be entitled to any Rewards or payments for any credit balances or free payroll due to You at the time of termination. Rewards under the Program are not transferrable including to any company with which You have common ownership or with which You are or may be affiliated and may be subject to applicable expiration or time limits for redemption or use.

You shall not receive credit or Rewards for any Client for which You have common ownership or for which You have been previously paid through any other ADP agreement, or any other third party has been or will be paid by ADP for such Client, including revenue sharing, acquisition or wholesale agreements, and You understand that You are not eligible to participate in this Program if You are enrolled in any other referral program or being paid under any other such agreement, with ADP.

**3. OWNERSHIP/LICENSE.** (a) You acknowledge that all rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Program and the related logos, names, etc. are reserved. The Program, and related software and systems, is the licensed and/or owned property, and embodies the proprietary trade secret technology, of ADP and/or its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws. ADP grants You a non-exclusive, non-transferable license to use the Program to access Your account. ADP may terminate or suspend Your access to the Program (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these Terms or are otherwise using the Program in an inappropriate manner. The right to use the Program and access the services provided by the Program is granted only to enrollees of the Program and their authorized employees for the sole purpose of utilizing the Program and this limited license terminates when You or ADP terminates the Program and/or these Terms.

(b) You agree that You will not (i) use ADP's name, or any affiliate or subsidiary of ADP, or any partner, or employee of ADP, or any trade name, trademark, trade device, logo, service mark, domain name, symbol or any abbreviation, contraction or simulation thereof owned by ADP or its affiliates or subsidiaries (collectively, the "ADP Marks"), (ii) use the ADP Marks in any manner that might express or imply ADP's affiliation, sponsorship, endorsement, or approval of You or Your services, or (iii) represent, directly or indirectly, that any product or any services provided by You has been approved or endorsed by ADP (unless specifically so approved or endorsed pursuant to a separate agreement). ADP may make available to You certain standard ADP advertising and/or promotional literature and marketing materials promoting the Services that You will be permitted to distribute to Prospects.

(c) Disclaimer of Warranties. ADP MAKES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PROGRAM OR THE ADP MARKS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ADP BE LIABLE FOR ANY DAMAGES FOR TERMINATION OF THESE TERMS OR FOR YOUR USE OF THE PROGRAM OR THE ADP MARKS, INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR

SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO YOUR ENROLLMENT IN THE PROGRAM, ANY USE, SUSPENSION OR TERMINATION OF USE OF THE PROGRAM, THE REWARDS WEBSITE, OR ANY ADP MARKS OR WEBSITES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) Your Indemnity Obligations. You agree to indemnify, defend, and hold harmless ADP from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) arising out of or related to any use by You of the Program, the Rewards, ADP Marks or any ADP or third party web site.

(e) These Terms and/or Your participation in the Program do not grant to You any right or license in, or to, any copyrights in any materials and/or documentation of ADP or to any rights of copyright in or to ADP's other services or web sites.

**4. CONFIDENTIALITY.** You and ADP will treat all information provided to it by the other as confidential with the same degree of care and confidentiality that it provides for its own confidential information; provided that any information provided by a referred Client to ADP shall not be covered by this Agreement even if identical information was provided to ADP by You. You acknowledge and agree that Your use of the Program and any web sites contained or linked to therein shall be subject to the terms of any Privacy Policies found at such web sites. Notwithstanding anything to the contrary, Your enrollment in and use of the Program will constitute Your express consent, agreement and acknowledgment to the use or transfer of any information provided by You, including any personally identifiable information of You or Your employees, to third parties, including any vendor used by ADP in order to administer, and provide the Rewards under, the Program.

**5. TERMINATION/EXPIRATION OF CREDITS.** These Terms, as well as any modifications or updates, shall apply to Your use of and participation in the Program for as long as You are enrolled in and use the Program and are processing payroll with ADP using RUN ("Term"). ADP may terminate these Terms at any time for any reason or no reason upon providing You thirty (30) days prior notice at which time Your participation in the Program shall terminate. Upon termination, all obligations under Paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of these Terms shall survive with respect to any events which occurred, or any credits which accrued and are owing, prior to the effective date of any such termination, unless and until You cease processing payroll with ADP at which time any Rewards, credits or free payroll which have accrued and are owing, or which have been credited to You but not applied toward eligible payroll services, will be relinquished by and/or due from You as applicable pursuant to Section 2 above.

**6. USE OF THE PROGRAM/COMPLIANCE WITH LAWS.** You will use the Program as described in these Terms and in accordance with the instructions and reasonable policies established by ADP or its agents from time to time and communicated to You and/or as posted on any applicable Program web sites, including those of any ADP Vendor or subcontractor. By enrolling in or using the Program you are agreeing to any online terms or service agreements and any applicable Privacy Policies as such may be updated from time-to-time with or without notice to You, posted on any Program web-sites, as well as, any fees set forth on any Program web sites. You may not use the Program for any other purpose or interfere with or disrupt Program servers, databases or any network connected to them, or use the Program to violate any law, statute or regulation; or conduct any other illegal activity, or to harvest or otherwise collect information submitted by third parties, including e-mail addresses, without the express consent of such third parties. ADP does not guarantee against any loss or alteration to Your data. You confirm that all information provided by You to ADP or its third party Vendors is being provided voluntarily and is accurate and complete and that You or Your employee providing the information or any referral under the Program is authorized to do so. You also agree that ADP shall have no liability for any use of such information to administer the Program, or for any errors or inaccuracies in the Program based upon information provided by You or the person accepting these Terms on Your behalf. You will be responsible for Your compliance with all laws and governmental regulations affecting Your business generally, including any rules and regulations applicable to ADP regarding trade sanctions, export controls and trade with prohibited parties and for any use You may make of the Program. ADP may immediately terminate this Agreement if You have violated or, if conducting business with You or Your Subsidiary is in violation of, or causes ADP to be in violation of, any sanctions laws applicable to ADP or its Affiliates. You agree to pay any applicable taxes levied or based on any Rewards, payments or credits received by You under the Program and to comply with any professional rules regarding use of the Program or credits awarded thereunder. You understand that if You are an individual You are not eligible to enroll in the Program which is available solely for U.S. companies and sole proprietors.

The execution, delivery and performance by You of this Agreement will not (i) violate any statute, ordinance, rule, regulation, order, judgment or decree of any court or of any governmental or regulatory body, agency or authority applicable to You, (ii) require any filing with, or require You to obtain any permit, consent or approval of, or require You to give any notice to, any governmental or regulatory body, agency or authority or any other person or entity, except for a filing, consent, approval or notice which would not prevent Your ability to perform Your obligations hereunder and would not result in any liability to ADP, or (iii) result in a violation or breach by You under any of the terms of any agreement (including Your agreement with Your clients), license or other instrument or obligation to which You are a party, or by which You or any of Your properties or assets may be bound.

**7. ACCOUNT SECURITY AND PASSWORDS.** In order to access and use the Program You will be required to provide proper authentication including your User Name, Password and any other authentication required by ADP ("Authentication") to access the Program. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of your Authentication for the Program. You are responsible for any use or misuse of Your account or the Program resulting from any unauthorized third party or employee using any Authentication selected by You or issued to You and you agree to notify ADP immediately of any known or suspected unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security or misuse of the Program known to or suspected by You.

**8. DISCLAIMER OF WARRANTIES/LIMITATION OF DAMAGES.** NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, FOR ANY PURPOSE.

ALL OF THE FOREGOING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ADP AND ITS LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ADP WILL NOT BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM YOUR USE OF THE PROGRAM, THE PROGRAM OR ANY VENDOR OR THIRD PARTY WEB SITE INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION THAT YOU MAY INCUR OR EXPERIENCE IN CONNECTION WITH THESE TERMS OR THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADP will not be liable for any damage or losses arising out of or otherwise related to (1) Your use of the Program or use by anyone to whom You have given access to the Program; (2) errors, bugs or other defects in the Program; (3) lost information; (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction, unauthorized access to Program records, programs or services or any third party actions; or (6) Your actions with Your employees or vendors, or the use of their information.

**9. GENERAL.** Except as otherwise expressly set forth herein, these Terms and any updates supersede any prior agreements or terms of service on the same subject matter and will govern Your participation in the Program as well as all disclosures and exchanges of Confidential Information by the parties. These Terms do not modify or terminate any existing arrangements between You and ADP relating to the provision of official bank checks or relating to the provision of Services by ADP to You.

These Terms may be modified or updated by ADP from time to time at any time and you are responsible for any updates posted on the Program web site or sent or otherwise communicated to You by ADP. The failure of You or



ADP at any time to enforce any right or remedy available to it under these Terms with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. These Terms are governed by the laws of the State of New York without giving effect to its conflict of law provisions. You and ADP agree that each is acting independently of the other, that You are not joint venturers, and that neither is an agent of the other. All notices, made under or in connection with these Terms, shall be in writing and shall be deemed to have been given three (3) days after mailed in any general or branch United States Post Office, enclosed in a registered or certified post-paid envelope, if to ADP addressed to: ADP, Attention: Manager, Client Appreciation Program-SBS, 71 Hanover Road, Florham Park, NJ 07932, with a copy to Automatic Data Processing, Inc., One ADP Boulevard, Roseland, New Jersey 07068, Attention: General Counsel, and if to You, at the address given for participation in the Program; provided, however, that any notice of change of address shall be effective only upon receipt. These Terms shall not be assigned by You without ADP's prior written consent and any attempted assignment without such consent shall be void. Nothing contained in these Terms is intended to create third-party beneficiaries of or under these Terms.

**10. THESE TERMS.** You should print a copy of these Terms for your records. If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms please e-mail [referralrewards@adp.com](mailto:referralrewards@adp.com) to request a hard copy.

By clicking "Accept" or otherwise signing or accepting these Terms, electronically or otherwise, You acknowledge that You have read, are authorized to sign and do agree to and do accept, these Terms.

By signing below you acknowledge and agree to the terms of the Client Appreciation Program

---

CLIENT/ACCT Signature:

Date: 01/11/2023

Name & Title:

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(Must be an authorized signatory on the accounts listed above)

## **Tab 7**





**First Coast Mulch**  
4672 Race Track Rd  
St Johns, FL 32259  
(904)254-5366  
bobbyk@firstcoastmulch.com

## Estimate

ADDRESS
Riverside Management Services 9555 Florida Mining Blvd. W, Bldg. 300, Suite 305 Jacksonville, Fl 32257

SHIP TO
Mirra Bella H.O.A. 165 Toscana Lane St Augustine Fl Jerry: 248 807 2763

ESTIMATE #	DATE	
3536	02/23/2023	

ACTIVITY	QTY	RATE	AMOUNT
<b>Mulch Installation:Playground Chips</b> Installation of IPEMA Certified chips <a href="https://www.cpsc.gov/safety-education/safety-guides/playgrounds">https://www.cpsc.gov/safety-education/safety-guides/playgrounds</a> 101 West Postano Ave	26	58.00	1,508.00
<b>Mulch Installation:Playground Chips</b> Installation of IPEMA Certified chips <a href="https://www.cpsc.gov/safety-education/safety-guides/playgrounds">https://www.cpsc.gov/safety-education/safety-guides/playgrounds</a> 165 Toscano Ln	29	58.00	1,682.00
<b>Mulch Installation:Playground Chips</b> Installation of IPEMA Certified chips <a href="https://www.cpsc.gov/safety-education/safety-guides/playgrounds">https://www.cpsc.gov/safety-education/safety-guides/playgrounds</a> 121 East Franchetta	10	58.00	580.00
<b>Service</b> 3 stops Must all be done at same time  If Separated our Minimum is 30 Yards \$1950.00 per stop	1	200.00	200.00

Thank you for the opportunity to bid your project. We look forward to working with you soon! Please note that there is 3% surcharge for all credit card payments.

**TOTAL**

**\$3,970.00**

Accepted By

Accepted Date







## **Tab 8**



## **RESOLUTION 2023-03**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING PROHIBITING SEXUAL OFFENDERS AND SEXUAL PREDATORS FROM PARTICIPATING IN HOLIDAY ACTIVITIES THAT WOULD PRESENT INCREASED OPPORTUNITIES FOR SEXUAL OFFENDERS AND SEXUAL PREDATORS TO GAIN AND VIOLATE THE TRUST OF CHILDREN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Turnbull Creek Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District;

**WHEREAS**, the Supreme Court has found there is a substantial rate of recidivism among sexual offenders (*Smith v. Doe*, 538 U.S. 84 (2003));

**WHEREAS**, the Supreme Court has found sexual offenders are a dangerous class and that their high recidivism poses a grave concern ((*Smith v. Doe*, 538 U.S. 84 (2003)));

**WHEREAS**, the Supreme Court has found the prevention of sexual exploitation and abuse of children constitutes a government objective of surpassing importance (*New York v. Ferber*, 458 U.S. 747 (1982));

**WHEREAS**, based on these Supreme Court findings and other governmental objectives, the Board of County Commissioners of St. Johns County passed and enacted Ordinance No. 2009-43, known as St. Johns County Prohibited Holiday Activity Ordinance for Sexual Offenders and Sexual Predators, effective on October 12, 2009, ordaining, among other things, that it is unlawful for any sexual offender or sexual predator to participate in a holiday event involving children under 18 years of age;

**WHEREAS**, the District’s Board of Supervisors (the “Board”) strives to protect and promote the general welfare and safety of children in the District by limiting children’s contact with sexual offenders and sexual predators; and

**WHEREAS**, the Board hereby determines it is in the best interests of children living within the District and visiting District property to prohibit sexual offenders and sexual predators from participating in certain holiday activities.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2.** The Board hereby finds and determines that sexual predators and sexual offenders present an extreme threat to the public health, safety, and welfare of children living and visiting property and amenities of the District.

**SECTION 3.** It is the intent of the District's Board to reduce the potential risk of harm to children on District property and amenities by limiting the opportunity for sexual offenders and sexual predators to be in contact with unsuspecting children.

**SECTION 4.** The following terms are defined as follows for the purposes of this Resolution:

- A.** *Child or Children* shall mean individuals whose chronological age is less than eighteen (18) years.
- B.** *Sex Offender* shall mean an individual who is registered by any state or federal agency as either a sexual offender or sexual predator and whose name is published on any state or federal registered sexual offender or sexual predator listing, including, but not limited to the sexual offenders and sexual predator's registry established in Section 943.0435; 775.21; and 944.607, *Florida Statutes*.
- C.** *Participation* shall mean actively taking part in the event.

**SECTION 5.** Sex Offenders shall be prohibited from Participation in any holiday event involving Children, including but not limited to distributing candy or other items to Children on Halloween or wearing costumes for the primary purpose of entertaining or attracting Children, such as dressing up as Santa Claus for Christmas events.

**SECTION 6.** Holiday events in which the Sex Offender is the parent or guardian of the Child or Children involved, and no non-familial Children are present, are exempt from Section 5 above provided that the Sex Offender is not otherwise prohibited by law from Participation.

**SECTION 7.** The provisions of this Resolution shall be applied pursuant to and in conjunction with the provisions of St. Johns County Ordinance No. 2009-43.

**SECTION 8.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 9.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this \_\_\_\_ day of March, 2023.

ATTEST:

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman/Vice Chairman

## **Tab 9**



**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Turnbull Creek Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within St. Johns County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

**WHEREAS**, the Board finds it is in the District’s best interests to set a public hearing to adopt the amended and restated rules, rates, fees, and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities and operation of public improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** A Public Hearing will be held to adopt amended and restated rules, rates, fees, and charges of the District on June 6, 2023 at 6:30 p.m., at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of March, 2023.

**ATTEST:**

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**EXHIBIT A**

Amended/Restated Amenity Rules and Rates

## SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: \_\_\_\_\_, 2023

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Turnbull Creek Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

**2. General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

**3. Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

**4. Suspension and Termination of Rights.** The District, through its Board, District Manager, and Amenities Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare

of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's guest or a member of their household committing any of the above Violations.

Termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

**5. Authority of District Manager and Amenities Manager.** The District Manager, Amenities Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Amenities Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**6. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**7. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.



**8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

**10. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or

key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“Appeal Request”), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board’s decision on appeal shall be final.

**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District’s Amenity Facilities after expiration of a suspension imposed by the District.

**13. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Variance Application Fee for Installation of Drainage Improvements within District Easements.

Variance Application Fee Range: \$0 - \$1000  
Rate Anticipated to Be Adopted: \$500

## **Tab 10**





2861 College Street,  
Jacksonville, Florida, 32205

#### Customer's Detail

Account #:	77002144	Opportunity:	Murabella Amenity Center (#: 9884)
Customer:	Turnbull Creek CDD care of Rizetta	Date:	1/19/2023 2:29:58 PM
Service Address:	101 W POSITANO AVE, SAINT AUGUSTINE, Florida, 32092	Billing Address:	3434 Colwell Ave, suite 200 Tampa, Florida, 33614
Service Contact:	Jim Schieszer	Billing Contact:	Turnbull Creek CDD care of Rizetta Carol Brown
Service POC Phone #:	904-759-9833	Billing POC Phone #:	904-759-9833
Service POC Cell #:		Billing POC Cell #:	
Service POC Email:	jschieszer@rmsnf.com	Billing POC Email:	jschieszer@rmsnf.com
Account Manager:	RICHARD MCNEIL		

## Service Agreement

### SERVICES

#### Service: Commercial Pest Management Services

Our commercial pest control program is designed to protect our customers' brands and workplace. Whether you're a small business or a large-scale food production facility, we customize and tailor our program to fit your needs. All while being backed by national service certifications such as Quality Pro. All our programs come with detailed documentation, personalized logbooks, quality control standards, service standard operating procedures, and the equipment to fit any third-party inspected facility. We deploy a variety of pest control strategies and equipment to provide the best service to our customers in many industries such as education, retail, health care, hospitality, government and food service.

## Commercial Service Purchase Order

### Service Info

Proposal Date: 01/13/2023

Quote Expiration Date: 02/12/2023

Service Date: 11/22/2022

### Ongoing Services

#### Commercial Pest Management Services:

Our commercial pest control program is designed to protect our customers' brands and workplace. Whether you're a small business or a large-scale food production facility, we customize and tailor our program to fit your needs. All while being backed by national service certifications such as Quality Pro. All our programs come with detailed documentation, personalized logbooks, quality control standards, service standard operating procedures, and the equipment to fit any third-party inspected facility. We deploy a variety of pest control strategies and equipment to provide the best service to our customers in many industries such as education, retail, health care, hospitality, government and food service.

Initial Price	Maintenance Price	Service Frequency	Billing Frequency
\$310.00	\$200.00	Monthly	\$200.00 /Monthly
<b>Subtotal</b>	<b>Subtotal</b>		
<b>\$310.00</b>	<b>\$200.00</b>		

### Customer Notes

Agreement for Mirabella amenity center with three mailbox kiosk Monthly pest control service, initial service fee is \$310, monthly service \$200 Scope of work to be completed Interior - treat all common areas,gym,restrooms,offices and accessible storage areas. Exterior- treat structure of amenity center,including knocking down spiderwebs,mud dauber and wasp nest within 15 feet in height. Water slide area to be inspected monthly to treat and remove wasp nest. 3 mailbox kiosk to be treated and dewebbed monthl. Take over 8 rodent station to be cleaned and baited one is located at dumpster area. Call backs at no charge Mailbox kiosk are included in monthly charge at \$25 per area

### Final Billing Information

Initial Price	Maintenance Service Price
Sub-total Amount: \$310.00	Sub-total Amount: \$200.00

Total Price:	\$310.00	Total Price:	\$200.00
Tax Amount:	\$0.00	Tax Amount:	\$0.00
Billing Amount:	\$310.00	Total Due Amount:	\$200.00
Paid Amount:	\$0.00	<b>Maintenance Billing Price</b>	
Payment Type:	Invoice	Subtotal Monthly	\$200.00
		Tax Amount:	\$0.00
		<b>Total Amount:</b>	\$200.00

**Total Annual Amount: \$2,510.00**

## Other Detail

*Richard McNeil*

Turnbull Creek CDD care of Rizetta/Jim Schieszer  
(Customer)

RICHARD MCNEIL  
(Sales Representative)

## General Terms And Conditions

### COVERED PESTS:

The scope of services provided by McCall pursuant to this Agreement is expressly limited to the pests identified on the first page of this Agreement. Any program proposed by MCCALL to CUSTOMER may require modification based on needs from time to time. CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICES RELATED TO ANY OTHER PESTS WILL BE GOVERNED BY A SEPARATE SERVICES AGREEMENT AND SUBJECT TO AN ADDITIONAL FEE.

### RENEWAL:

Unless otherwise indicated this agreement shall automatically renew each year until cancelled by either party with (3) days written notice. McCall reserves the right to adjust the cost of service(s) any time after the initial 12 month period. The Customer may add additional services at any time during the term of this agreement or delete services after the initial 12 month period by notifying McCall in advance. Should the customer add additional service(s) other than those specified below, and additional charge will be made for the extra service.

### SPECIFIC EXCLUSIONS:

CUSTOMER agrees that this Agreement does not cover and McCall shall not be responsible or liable for any of the following:

- Any wildlife or pest not identified;
- Personal injuries or damages of any nature arising from biting or stinging pests;
- Personal injuries or property damage arising from rodents (to include their fecal matter, urine or debris) at the Service Address or Structure(s) service;
- Damages caused by Company to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the completion of the service elected;
- Injury or death to animals or pets that come into contact with any pesticide or device deployed in conjunction with any service provided under this Agreement, unless due solely to the gross negligence or willful misconduct of McCall

### PRICING AND TERMINATION:

This Agreement shall begin on the date first written above, with pricing and service frequency based upon the time period set forth on the first page of this Agreement. Due to the time and effort expended by McCall during its initial treatment and inspection, CUSTOMER acknowledges that it may terminate this agreement for any reason or no reason, provided that CUSTOMER provides McCall with thirty (30) days prior written notice and pays any and outstanding balance for services rendered in full prior to the effective termination date. Notwithstanding the foregoing, CUSTOMER agrees that McCall shall be permitted the opportunity to remedy any service failure within ten (10) days of notice thereof. CUSTOMER acknowledges that McCall may terminate this Agreement for any reason or no reason with thirty (30) days prior written notice. The pricing set forth in this Agreement is valid for twelve (12) months and shall automatically increase on an annual basis following the first anniversary of effective date, unless such pricing increase is waived by McCall at its sole and absolute discretion.

### ACCESS TO SERVICE AREA(S):

CUSTOMER agrees to provide McCall, its agents, employees and representatives ("McCall" for purposes of this paragraph) full access to the premises and designated Service Area(s) at the scheduled time of service. At all times Invitees shall be classified as invitees in accordance with the laws of the State of Florida. Full access includes all closets, furniture, drawers, safes, or other concealed areas. In the

event that McCall is denied access to the designated service areas, McCall will not inspect or provide treatment and will not have any obligation or responsibility for any inaccessible areas; notwithstanding, an additional service fee may be assessed against CUSTOMER if McCall is required to return to the premises to complete its inspection, treatment or other service. CUSTOMER agrees to keep all occupants of the premises advised of the date, time and access necessary for McCall's services and treatments. An occupant's failure to allow McCall access to designated Service Area(s) shall be deemed CUSTOMER's failure to provide access under this provision.

#### **CHEMICAL SENSITIVITY:**

If CUSTOMER believes, or other occupants (including invitees and licensees) on the Property believe, that he or she may be sensitive to chemicals, CUSTOMER shall immediately notify McCall in writing and in advance of McCall's service, including whether CUSTOMER or occupants have consulted with a medical doctor regarding such sensitivity. McCall reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents CUSTOMER and occupants' assumption of the risk and waiver of any claims against McCall in connection with such sensitivity. CUSTOMER further agrees to indemnify, protect and hold harmless McCall from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by CUSTOMER or other occupants (including invitees and licensees) to the Property, if CUSTOMER fails to provide the above written notice.

#### **THIRD-PARTY CONTRIBUTING FACTORS:**

CUSTOMER acknowledges and understands that there may be third-party contributing factors including, but not limited to: contributing factors introduced by tenant(s), CUSTOMER(s), and CUSTOMER's employee(s), contractor(s) employed by CUSTOMER, invitee(s) of CUSTOMER, and/or guest(s) of tenant(s) ("Third-Party Contributing Factors") that may affect McCall's ability to control the CNW in, on, under or within the property. CUSTOMER understands and agrees that such issues resulting from or reasonably related to Third-Party Contributing Factors are not included within the scope of services incorporated with this Agreement. CUSTOMER understands and agrees that services required to remedy any wildlife, pest or rodents issues resulting from or reasonably related Third-Party Contributing Factors will be governed by a separate Service Agreement as needed by Company for a cost that would be in addition to the service fee paid pursuant to this Agreement.

#### **BINDING ARBITRATION VENUE, DAMAGE EXCLUSION and TIME:**

With the exception of the collection of unpaid invoice balances and balance due and owed under this Agreement, CUSTOMER and McCall agree that any and all other controversies or claims between them, their principals, agents, representatives, successors, or assigns, arising in any way out of, or relating to, this Agreement to include the subject premises or property and any services performed, shall be settled solely and exclusively by binding arbitration. Such arbitration shall be conducted in Duval County, Florida, utilizing the substantive law of Florida governing the issue or claim in dispute and in accordance with the Voluntary Binding Arbitration provisions of Section 44.104, Florida Statutes. The arbitrator shall be independent, mutually agreed upon and to the greatest extent possible, knowledgeable in pest control as defined by Chapter 482 of the Florida Statutes, as may be amended from time-to-time. The decision of the arbitrator shall be a final and binding resolution of the dispute, which may be entered as a judgment by any court of competent jurisdiction. The Arbitrator shall not have the authority to award exemplary, treble, liquidated or punitive damages regardless whether they are available under federal or state law or at common law. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for: (1) enforcement of the arbitrator's decision, or (2) appointment of an arbitrator if one cannot be mutually agreed upon. The parties hereto specifically agree that the sole and exclusive venue of any suit shall be Duval County, Florida. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this paragraph. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement. In any event, any and all claims must be brought within one (1) year of the act or omission on the part of McCall that gave rise to CUSTOMER's claim..

#### **RELEASE AND LIMITATION OF LIABILITY:**

(a) CUSTOMER expressly releases McCall from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of McCall. CUSTOMER agrees that under no circumstances shall McCall be liable for any amount greater than the amount paid by the CUSTOMER to McCall for the services provided at the affected location(s). (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL. Furthermore, CUSTOMER hereby agrees to defend, indemnify, and hold harmless Company, its owners, members, directors, officers, employee, and assigns from any and all claims and damages arising out of or associated with this Agreement, including but not limited to the Specific Exclusions set forth in this Agreement. In addition, this Agreement is not intended to benefit any person, entity, or third-party other than the named CUSTOMER in this Agreement.

#### **TERMINATION, NONPAYMENT, COLLECTION FEES and COSTS:**

McCall's responsibilities, duties, obligations and any liabilities under this Agreement shall be terminated and McCall will be excused from the performance of any obligations under this Agreement should any of the following occur:

- a) CUSTOMER allow another Pest Control Operator (as defined pursuant to Chapter 482 of the Florida Statutes) to inspect or treat the subject premises during any term hereof
- b) CUSTOMER utilizes any home remedy products, "do-it-yourself" products, over-the-counter products, or any chemicals or pesticides to eradicate termites, rodents, spiders, beetles or other insects
- c) McCall is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or refusal or interference by the CUSTOMER to provide McCall with access to Structure(s) for purpose of treatment or carrying out the terms and conditions of the Agreement or CUSTOMER fails to pay any amount due and owed under the terms of this Agreement. In the event a collection service is utilized or legal action becomes necessary to recover any and all unpaid balances, CUSTOMER will be responsible to pay all costs associated with said collection, including attorneys' and paralegals fees.

All invoices issued in relation to services provided by McCall for CUSTOMER pursuant to this Agreement shall be paid within thirty (30) days of service. Interest shall accrue on any and all amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen-percent (18%) or (b) the maximum rate permitted by applicable law.

**CHANGE IN LAW:**

This Agreement shall be interpreted, regulated and adjudicated in accordance with applicable federal, state, and local laws and regulations in existence at the time of execution of this Agreement. Should any federal, state, or local law or regulation change regarding McCall's service(s), products or materials, McCall is authorized to take any action necessary to comply such changes in the law. Any modifications or revision to this Agreement pursuant to changes in statutes or regulations does not constitute a termination of this Agreement. However, if McCall cannot modify its Agreement, treatments or services to comply with such change in the law, then McCall reserves the right to immediately terminate this Agreement.

**SEVERABILITY:**

CUSTOMER agrees that if any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

**CUSTOMER agrees during the term of this Agreement and within one (1) year after termination that it will not employ or contract any Company staff, employees, or former employees without the prior express written consent of Company.**

**BUYERS RIGHT TO CANCEL:**

If this a home solicitation sale and the buyer does not want the goods or services, CUSTOMER may cancel this agreement by giving written notice of cancellation to McCall before midnight of the third business day after the day the CUSTOMER signed this Agreement.

**SIGNATURE CLAUSE**

By signing this Agreement, I, the CUSTOMER, certify that I have read and fully understand all the terms, limitations, conditions and exclusions on the front and back of this Agreement, without limitation, that affect McCall's obligation to repair or retreat the Structure(s) or otherwise perform services under the terms of this Agreement. Company is only bound by the terms of this Agreement and not by any other representations oral or otherwise.



# Commercial Agreement / Set UP

**Corporate Office- 8400 Baymeadows Way Suite 12, Jacksonville, FL 32256**

Orlando office-3701 N. John Young Pkwy, Suite 105 Orlando, FL 32804, Tampa Office-3904 Corporex Park Drive, Suite 100 A Tampa, FL 33619,

Ocala Office- 1721 Northwest Pine Ave. Ocala, FL 34476, Daytona Office- 745 South Nova Road Ormond Beach, FL 32174

Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – [www.turnerpest.com](http://www.turnerpest.com)

## Service Info

## Billing Info (leave blank if same)

Current Acct #	129708			Lead Source	Revised Updated Agreement		
Business Name	Turnbull Creek CDD			Business Name	Turnbull Creek CDD		
Contact	Carol Brown			Contact			
Position	District Manager			Position			
Phone	904-436-6270 X4631 – Office 401-529-8379 - Cell			Phone	904-940-1157 X206		
Email	clbrown@rizzetta.com			Email	cddinvoice@rizzetta.com		
2 <sup>nd</sup> Contact				2 <sup>nd</sup> Contact			
Position				Position			
Phone				Phone			
Email				Email			
Address	101 W Positano Saint Augustine, Florida 32092			Address	3434 Colwell Avenue – Suite 200 Tampa, Florida 33614		
Invoicing (choose)	Email	X	Print	Consolidated Invoicing (y/n)	YES X NO		
Service Reports	Email	X	Print	Purchase Order Number			
Is there a multiple location Attachment?			No	Tax Exempt #	Yes		
Salesperson:	Tom Chiarello			Lead by:			
Preferred Payment Method				ACH	Credit Card		
Available Service Days: Monday X Tuesday Wednesday Thursday Friday Saturday							
Available Service Hours: 8:00 AM to 5:00 PM or to Note:							

**First Month's Invoice(s) to include Setup Costs and Recurring Costs  
Setup Costs (list all equipment and services)**

**First Month's Invoice(s) to include Setup Costs and Recurring Costs  
Recurring Costs**

<p><b>Service and Equipment to Include:</b></p> <ul style="list-style-type: none"> <li>MONTHLY INTERIOR &amp; EXTERIOR SERVICES OF AMENTY CENTER INCLUDING RODENT &amp; 3 MAILBOX KIOSKS</li> </ul>	<p><b>Service Frequency:</b></p> <ul style="list-style-type: none"> <li>MONTHLY</li> </ul> <p><b>Service to Include:</b></p> <ul style="list-style-type: none"> <li>EXTERIOR INSECTION AND RESIDUAL FOR THE LONG-TERM CONTROL OF COCKROACHES, ANTS AND OCCASIONAL INVADERS</li> <li>TECHNICIAN TO PREVENTATIVELY TREAT THE PERIMTER OF THE BUILDING INCLUDING AMENTIES CENTER &amp; THREE (3) MAILBOX KIOSKS LOCATED IN 3 DIFFERENT AREAS ON PROPERTY</li> <li>IN ADDITION, TURNER WILL REACTIVELY TREAT ANY FIRE ANTS WITHIN 20 FEET FROM THE EXTERIOR OF THE STRUCTURE ON SAME DAY OF REGULAR SERVICE – TURNER WILL NOT COVER ANTS IN POOL PAVERS</li> <li>WASP CONTROL ON ANY WASP NESTS WITHIN 15 FEET FROM THE GROUND. TECHNICIANS WILL ALSO REMOVE ANY WASP NESTS WITHIN REACH. ANYTHING HIGHER THAN 15 FEET MIGHT REQUIRE AN ADDITIONAL COST</li> <li>DEWEBBING OF 3 MAILBOX KIOSKS</li> <li>INSPECT, CLEAN, DATE &amp; REBAIT 3 EXTERIOR RODENT BAIT STATIONS – AMENTY CENTER ONLY</li> <li>INTERIOR INSPECTION AND TREATMENT TO THE AMENTY CENTER WITH BAIT, DUST AND/OR RESIDUAL – INCLUDING THE FOLLOWING AREAS:</li> <li>OFFICES, HEALTH CLUB, RESTROOMS &amp; COMMON AREAS</li> <li>CALL BACKS IN BETWEEN SERVICES INCLUDED FOR COVERED PESTS AT NO ADDITIONAL CHARGE</li> </ul>
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January 24, 2023

The Proposal and Pricing contained herein will be honored 30 days from printed date above.





# Commercial Agreement / Set UP

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Toll Free: 800-225-5305 – [www.turnerpest.com](http://www.turnerpest.com)

<b>Initial COST:</b> WAIVED      Tax      Total WAIVED				<b>COST per Month</b> \$ 180.00      Tax      Total \$ 180.00			
<b>Techs Needed</b>		<b>Est T</b>		<b>Techs Needed</b>		<b>Est T</b>	

By: _____	By: _____
Turner Representative	Customer Representative
Date	Date



# Commercial Agreement / Set UP

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Business Name	TURNBULL CREEK CCD
---------------	--------------------

## Service areas for handheld:

### Service Frequency:

- MONTHLY

### Service to Include:

- EXTERIOR INSECTION AND RESIDUAL FOR THE LONG-TERM CONTROL OF COCKROACHES, ANTS AND OCCASIONAL INVADERS
- TECHNICIAN TO PREVENTATIVELY TREAT THE PERIMTER OF THE BUILDING INCLUDING AMENTIES CENTER & THREE MAILBOX KIOSKS
- IN ADDITION, TURNER WILL REACTIVELY TREAT ANY FIRE ANTS WITHIN 20 FEET FROM THE EXTERIOR OF THE STRUCTURE ON SAME DAY OF REGULAR SERVICE – **TURNER WILL NOT COVER ANTS IN POOL PAVERS**
- WASP CONTROL ON ANY WASP NESTS WITHIN 15 FEET FROM THE GROUND. TECHNICIANS WILL ALSO REMOVE ANY WASP NESTS WITHIN REACH. ANYTHING HIGHER THAN 15 FEET MIGHT REQUIRE AN ADDITIONAL COST
- DEWEBBING OF 3 MAILBOX KIOSKS
- INSPECT, CLEAN, DATE & REBAIT 3 EXTERIOR RODENT BAIT STATIONS – AMENTY CENTER ONLY
- INTERIOR INSPECTION AND TREATMENT TO THE AMENTY CENTER WITH BAIT, DUST AND/OR RESIDUAL – INCLUDING THE FOLLOWING AREAS:
- OFFICES, HEALTH CLUB, RESTROOMS & COMMON AREAS
- **CALL BACKS IN BETWEEN SERVICES INCLUDED FOR COVERED PESTS AT NO ADDITIONAL CHARGE**

## Additional Notes:

Check Pests Covered: Rodents X Interior Ants X Wasps X Roaches X Flies Other: OCCASIONAL INVADERS

## Terms and Conditions

Customer agrees to pay the amount stated for the specified services. If Turner Pest Control has made an appointment with customer and customer refuses to allow technician to treat or has not followed preparation instructions which, in turn, will require a return visit, customer will be billed for one regular service visit. If the technician arrives to service the customer and any necessary equipment is damaged or missing from the work site (i.e., rodent bait stations, interior rodent traps, fly lights, etc.), the technician will replace the equipment at the expense of the customer in accordance with the equipment replacement costs outlined in this agreement. Customer will be invoiced for each regular service visit and other specified services. Payment terms are NET 30- Payment is due 30 days from completion of service.

Turner offers two standard invoicing options-

- ☐ Standard Paper Invoice via Mail
- ☐ Standard Electronic PDF invoice via Email

Pricing contained in this proposal assumes one of the above options will be utilized for invoicing and payment terms. In the event special billing is required (i.e., payment portal, company website submission, etc.), an additional service fee will be added to the recurring service(s) cost outlined in this agreement.

Should a past due account be referred to an attorney for collection or legal action be required for Turner to enforce payment under this agreement, customer agrees to pay and reimburse Turner for all court costs, attorney fees, out-of-pocket expenses, and other necessary costs that may be incurred in such proceedings together with interest at a rate of 1.5% per month. If customer is a non-resident, customer certifies that it is doing business in the state of Florida. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Duval County Florida.

January 24, 2023

The Proposal and Pricing contained herein will be honored 30 days from printed date above.



# Commercial Agreement / Set UP

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If Turner fails to provide satisfactory services, customer has the right to give written notice to Turner to render satisfactory services, specifying the aspect of the service found to be unsatisfactory. If unsatisfactory conditions have not been corrected within 30 days of such notice, customer will have the right to cancel this agreement with 30 days written notice. This agreement shall be effective for an original period of one year with a continuation on a month-to-month basis.

## Equipment replacement Costs

Aegis-RP Bait Stations-	\$35.00 plus tax each
Tin-cats-	\$15.00 plus tax each
Fly Lights-	Dependent Upon Model

By:

Turner Representative

Date

By:

Customer Representative

Date

January 24, 2023

The Proposal and Pricing contained herein will be honored 30 days from printed date above.

## **Tab 11**



**Big Z Pool Service, LLC**  
172 Stokes Landing Rd  
Saint Augustine, FL 32095  
office@bigzpoolservice.com  
bigzpoolservice.com

**Estimate 3449**

<b>ADDRESS</b> Turnbull Creek CDD (Murabella) 101 West Positano St. Saint Augustine, FL 32092 USA	<b>DATE</b> 01/15/2023	<b>TOTAL</b> \$5,780.00	<b>EXPIRATION DATE</b> 02/15/2023

PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: Chemical Controller			
<b>Job Material:Materials</b> Complete Chemical Controller System Including: flow cell and probes	1	3,237.00	3,237.00
<b>Job Material:Materials</b> 2, 45M-5 Stennar Pumps 1-Chlorine 1-PH	2	766.00	1,532.00
<b>Job Material:Materials</b> 1, 45M-3 Stennar Pump -for acid	1	766.00	766.00
<b>Labor Rates:Labor</b> Labor, to mount and install controller along with running all new tubing.	1	245.00	245.00
Deposit and Approval Notice: a signed copy of the estimate is required along with a 50% deposit to order materials. The final payment is due net7 for terms.			
Deposit: \$2890.00			

<b>TOTAL</b>	<b>\$5,780.00</b>
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THANK YOU.

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355





**HAWKINS, INC.**  
**HAWKINS WATER TREATMENT GROUP**  
**Brooker, FL**  
**352-477-8251**

October 26, 2022

**To:** Murabella Community  
101 W. Positano Ave. St. Augustine, FL 32092

**Quote:** Chemical Delivery

<u>Item #</u>	<u>Description</u>	<u>Price</u>	<u>UOM</u>
43967	Bleach Ultra-Chlor	\$2.50	1 GA (mini-bulk)
42871	Sulfuric Acid 38-40%	93.57	15 GA Deldrum
40145	Filter Aid DE	49.16	50 LB BG
14420	Sodium bicarbonate	29.38	50 LB BG
40876	45M5 Adjustable Pump	497.50	Each
416069	85M5 Adjustable Pump	512.50	Each
43019	500 GA GL Vertical Tank	645.00	Each

Prices are contingent on a sight visit. Please let me know if you would like for us to proceed with a visit. Thank you for choosing Hawkins.

**EXPIRATION:** Quote will expire in 30 days.

**TERMS:** Net 30 days from delivery. Our pricing does not include any installation or sales/excise taxes that may apply.

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**QUOTATION/PROPOSAL**

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and/or the manufacturer(s) involved.

**AGREEMENT BETWEEN TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
AND AQUASOL COMMERCIAL CHEMICALS, INC., D/B/A POOLSURE FOR POOL  
MAINTENANCE SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of March, 2023 (“Effective Date”), by and between:

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with a mailing address of c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”), and

**AQUASOL COMMERCIAL CHEMICALS, INC., D/B/A POOLSURE**, a Texas Corporation licensed to do business in Florida, with offices located at 1707 Townhurst Drive, Houston, Texas 77043 (the “Contractor”, and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by ordinance adopted by the Board of County Commissioners of St. Johns County, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including certain swimming pool facilities; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide certain pool maintenance services for the swimming pool facilities in accordance with this Agreement (the “Services”); and

**WHEREAS**, the Contractor provides such Services and desires to contract with the District to do so in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the District and the Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DUTIES; RELEASE AND LIMITATION OF DAMAGES.** The District agrees to use the Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are to provide the material, tools, skill, and labor necessary to perform the Services.

- A. Chemicals.** Subject to and in accordance with the covenants and conditions set forth in this agreement, Contractor shall deliver to the District certain chemicals (the “Chemicals”) necessary for the District to maintain the chlorine, pH and alkalinity levels, calcium and the cyanuric acid in the water of the District’s swimming pool and other bodies of water set forth on Exhibit A (collectively hereinafter the “Pools”). The specific chemicals may include but is not limited to sodium hypochlorite, pool acid, sodium bicarbonate, shock and shock-totes, calcium chloride, cyanurics, CYA (stabilizer) and filter powder (“Chemicals”). Contractor will deliver the Chemicals to 101 Positano Avenue, St. Augustine, FL 32092 and the District agrees to provide Contractor reasonable access to the area(s) at such location where Chemicals will be stored by District in each location in order to facilitate such delivery
- B. EQUIPMENT.** Contractor agrees to lease to the District, one controller as described on Exhibit A for each Pool that is subject to this Agreement (hereinafter the “Equipment”). The District shall keep the Equipment at the location(s) set forth on Exhibit A and shall not remove the Equipment or allow it to be removed without Contractor’s prior, written consent, unless otherwise noted on Exhibit A. The Equipment leased hereunder (and any replacement thereof), together with all intellectual property rights included therein, shall remain the sole property of Contractor and shall be returned to Contractor at the end of the Term of this Agreement in good working condition, reasonable wear and tear expected. If the Equipment is not returned within 60 days of the expiration or termination of this Agreement, then District agrees to pay Contractor an amount equal to the then current purchase price of each piece of the Equipment that has yet to be returned at the value equal to the condition of the Equipment at that time. Nothing herein shall be construed as conveying to the District any right, title or interest in or to the Equipment. All Equipment shall remain personal property (even though said Equipment may hereafter become attached or affixed to real property) and the title thereto shall at all times remain exclusively in Contractor. At District’s sole cost and expense, District shall (a) protect and defend Contractor’s ownership of and title to the Equipment from and against all persons claiming against or through District, (b) at all times keep the Equipment free from any and all liens, encumbrances, attachments, levies, executions, burdens, charges or legal processes imposed against District, (c) give Contractor immediate written notice of any matter described in this sentence, and (d) cooperate with Contractor to promptly remove any encumbrance described in this sentence.
- C. WATER CHEMISTRY AND MAINTENANCE OF THE EQUIPMENT.** Maintaining proper water chemistry in the Pools is the sole responsibility of the District despite Contractor having agreed to provide the Equipment as a tool to assist the District in connection therewith and except to the extent of Contractor’s required performance herein. The District agrees that it shall independently test the water chemistry of the Pools as required by law and shall keep an accurate and up-to-date written log of such tests during the Term of this Agreement and so long thereafter as required by any applicable law. In the event that such tests reveal that any piece of Equipment is not maintaining proper water chemistry, the District shall promptly notify Contractor of the same, and the District will, or will engage a third party contractor to, add Chemicals to the Pools by hand or otherwise as necessary to maintain proper water chemistry therein, until such Equipment is repaired or replaced by Contractor. Contractor shall utilize commercially reasonable efforts to repair or replace such Equipment no later than two business days after notification of Equipment failure by the District through its designee, subject to the availability of parts necessary to repair or replace such Equipment. Contractor’s sole responsibility hereunder is to supply Chemicals specified by the District in accordance with this Agreement, lease the Equipment and to repair

such Equipment as further provided herein; all responsibility for maintenance of the Chemicals in the Pools shall accrue to and be the responsibility of the District except for Contractor's responsibilities as specifically provided for herein. The Equipment and feed system may only be used to feed approved Chemicals provided by Contractor. The District shall not, under any circumstance, place or allow others to place in any piece of Equipment products or chemicals obtained from any third-party, and Contractor shall solely be responsible for the provision of Chemicals as set forth in this Agreement.

The District is responsible for identifying and promptly (in any event within 24 hours after discovery of the same) reporting leaks in the Equipment to Contractor during the Term of this Agreement. To the extent the leaks are caused by the negligent acts or omissions of the Contractor, or due to the failure of the Equipment to operate in accordance with its specifications and operating instructions, Contractor shall be responsible for all repairs, maintenance and improvements necessary to remedy the proximately caused damage resulting from the Equipment and remains responsible for maintaining the Equipment. The District acknowledges that corrosion may result from exposure to the Chemicals and Contractor is not responsible for the same; provided, however, that the District shall not be responsible for any damage to the Equipment itself as a result of such corrosion. It is recommended that a ventilation fan be installed in any enclosed Equipment/Chemical area to provide proper ventilation and minimize corrosion, and the District shall install the same if the same is required by applicable law.

In the event the Equipment is damaged during the Term of this Agreement, including but not limited to as a result of the misuse, improper use, or other intentional and wrongful or grossly negligent acts or omissions of the District's officers, employees, agents and contractors (other than Contractor), to the extent such damage is not covered by any warranties or insurance, Contractor may service or repair the Equipment as needed and the cost thereof shall be paid by the District to Contractor within twenty days of written request; provided, however, such request contains adequate information to identify the reason for the request and reasonable evidence that it was the District that caused such damage. Notwithstanding the foregoing, The District shall not be responsible for damage to the Equipment itself caused by corrosion resulting from exposure to the Chemicals supplied by Contractor.

**D. NO WARRANTIES BY CONTRACTOR.** SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, CONTRACTOR SUPPLIES THE CHEMICALS AND EQUIPMENT UNDER THIS AGREEMENT IN THEIR "AS IS" CONDITION. CONTRACTOR, NOT BEING THE MANUFACTURER OF THE CHEMICALS OR EQUIPMENT OR THE MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE CHEMICALS OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS OFR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, DURABILITY, CAPAITY, MATERIAL OR WORKMANSHIP OF THE CHEMICALS OR EQUIPMENT. Contractor agrees to assign to the District all warranties provided by the manufacturer and to cooperate in good faith with the District should the District pursue a claim against the manufacturer regarding the Chemicals or Equipment. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES SUFFERED BY THE DISTRICT OR BY ANY OTHER PERSON FOR, AND THE DISTRICT EXPRESSLY WAIVES ANY RIGHT TO HOLD CONTRACTOR LIABLE

HEREUNDER FOR, ANY CLAIMS, DEMANDS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE DESIGN OR MANUFACTURE, POSSESSION OR OPERATION OF THE CHEMICALS OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OF, DEFECTIVE OR FAULTY DESIGN, OPERATION, CONDITION, SUITABILITY OR USE OF THE CHEMICALS OR EQUIPMENT TO THE EXTENT SUCH DAMAGES WERE CAUSED BY THE MANUFACTURER AND NOT THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR.

**E. RELEASE AND LIMITATION OF DAMAGES.** THE DISTRICT HEREBY AGREES TO RELEASE CONTRACTOR FROM AND AGAINST ALL LOSSES, DAMAGES, CLAIMS, ACTIONS, JUDGMENTS, SUITS, FINES PENALTIES, DEMANDS, COSTS AND EXPENSES AND LIABILITY WHATSOEVER (AND ANY ATTORNEY'S FEES, WITNESS FEES, AND/OR COSTS INCURRED IN CONNECTION THEREWITH)(COLLECTIVELY THE "LOSSES") CAUSED BY OR ARISING FROM (A) THE DISTRICT'S FAILURE TO FULLY PERFORM, OBSERVE OR SATISFY ITS COVENANTS, DUTIES, WARRANTIES OR OBLIGATIONS CONTAINED IN THIS AGREEMENT; (B) THE NEGLIGENT WRONGFUL USE AND OPERATION OF THE CHEMICALS OR EQUIPMENT DURING THE TERM BY THE DISTRICT, ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS, OR INVITEES (EXCLUDING THE CONTRACTOR AND ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS OR INVITEES); (C) THE DISTRICT'S FAILURE TO MAINTAIN PROPER WATER CHEMISTRY IN EACH AND EVERY POOL; (D) THE ACTS OR OMISSIONS OF THE DISTRICT, ITS EMPLOYEES, OFFICERS, CONTRACTORS, AGENTS OR INVITEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S FAILURE TO MAINTAIN AND UTILIZE THE EQUIPMENT AND THE CHEMICALS IN ACCORDANCE WITH APPLICABLE LAW; AND (E) THE STORAGE OF THE CHEMICALS ON THE DISTRICT'S PREMISES. IF SUCH LOSSES WERE ALSO CAUSED IN PART BY THE ACTS OR OMISSIONS OF CONTRACTOR, THEN THE DISTRICT SHALL ONLY BE LIABLE TO THE EXTENT AND FOR SUCH PORTION THAT SUCH LOSSES WERE CAUSED BY, ARISE FROM OR RELATE TO THE ACTS OR OMISSIONS OF THE DISTRICT, ITS OFFICERS, AGENTS, MANAGERS, CONTRACTORS, EMPLOYEES AND/OR INVITEES.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE CHEMICALS OR EQUIPMENT, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

UPON EXECUTION OF THIS AGREEMENT, THE DISTRICT HEREBY RELEASES CONTRACTOR FROM AND AGAINST ALL LOSSES, DAMAGES, CLAIMS, COSTS AND EXPENSES AND LIABILITY RELATING TO PROPERTY DAMAGE TO THE DISTRICT'S WALKWAYS, CONCRETE, PARKING LOTS, OR OTHER FLOORING ("THE DISTRICT'S FLOORING") THAT MAY BE INCURRED IN CONNECTION WITH THE CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS OF CONTRACTOR IN DELIVERING CHEMICALS TO THE DISTRICT'S PROPERTY OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, CONCRETE, PARKING LOTS OR ANY OTHER FLOORING AREAS LOCATED ON THE DISTRICT'S PROPERTY



DESIGNATED BY THE DISTRICT AS AN ACCESS FOR PRODUCT DELIVERY. HOWEVER, THE ABOVE DOES NOT WAIVE OR RELEASE ANY CLAIMS AGAINST CONTRACTOR FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF CONTRACTOR, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR REPRESENTATIVES. THE DISTRICT ACKNOWLEDGES THAT THIS PARAGRAPH IN ITS NATURE IS A WAIVER FOR DAMAGES TO THE DISTRICT'S FLOORING ARISING FROM AND DUE TO CONTRACTOR'S CUSTOMARY AND REASONABLE ACTIVITY OF DELIVERING CORROSIVE CHEMICALS OVER THE DISTRICT'S FLOORING AND HEREBY RELEASES CONTRACTOR FOR CLAIMS OR DAMAGES TO THE DISTRICT'S FLOORING RESULTING FROM CONTRACTOR'S CUSTOMARY AND REASONABLE ACTS IN CONNECTION WITH THE DELIVERY OF CHEMICALS TO THE DISTRICT'S PROPERTY AND ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO THE DISTRICT'S FLOORING THAT MAY BE INCURRED BY THE DISTRICT ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS IN DELIVERING CHEMICALS OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, PARKING LOTS OR ANY OTHER FLOORING AREAS DESIGNATED BY THE DISTRICT TO BE ACCESS POINTS FOR PRODUCT DELIVERY. THE DISTRICT FULLY UNDERSTANDS THE TERMS SET FORTH IN THIS PARAGRAPH, AND THE DISTRICT HEREBY WAIVES ITS RIGHTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO THE DISTRICT TO THE FULLEST EXTENT ALLOWED BY LAW.

Contractor shall not be liable for default in the performance or discharge of any duty or obligation under this Agreement to the extent caused by Acts of God, civil or military authority, public enemy, fire, floods, winds, storms, pandemic, epidemic, public health emergency or quarantine, labor disorders, strikes, work stoppages or other labor trouble, accidents riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Contractor's reasonable control.

The terms of this Section shall survive the termination or expiration of this Agreement. To the extent there is any conflict between the terms of this Section 2 and the terms of any other agreement entered into between Contractor and District, the terms of this Section 2 shall control.

- F.** This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- G.** The Contractor shall perform all Services in a neat and workmanlike manner.
- H.** The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- I.** The Contractor shall report directly to the District Manager and Facilities Manager.

### **SECTION 3. COMPENSATION AND TERM.**

- A.** The District shall pay the Contractor Nineteen Thousand Seventy-Six Dollars and Sixteen Cents (**\$19,076.16**) per year for the provision of the Services, payable in twelve (12) equal payments of One Thousand Five Hundred Eighty-Nine Dollars and Sixty-Eight Cents (**\$1,589.68**) per month, as set forth in **Exhibit A**.
- B.** Unless terminated earlier in accordance with the terms of this Agreement, the Term of this Agreement shall begin on the Effective Date and continue for one (1) year (the “**Initial Term**”), provided, however, that this agreement shall automatically renew for successive one (1) year periods thereafter (each a “**Renewal Term**” unless either Party provides written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination at any time during the Initial Term or Renewal Term, as applicable. The entire time that this Agreement is in effect is the “**Term**”).
- C.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D.** Notwithstanding anything to the contrary in this agreement, in the event this Agreement or any Order is terminated for any reason, Contractor shall be paid in accordance with the terms of this Agreement for all work and/or Services performed in accordance with this Agreement through the date of termination.

### **SECTION 4. INSURANCE.**

- A.** Throughout the Term of this Agreement, the Contractor shall maintain, at a minimum, the following insurance:
  - (1) Worker’s Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor’s legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors’ operation.
  - (3) Employer’s Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property

damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B. The District shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the commercially reasonable cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 5. INDEMNIFICATION.** The Contractor agrees, and subject to Section 2 herein, to indemnify, defend, and hold harmless the District and the District's staff, employees, consultants, officers, representatives, agents, and supervisors (together, the "Indemnitees") from any and all Losses to the extent caused by the negligence or willful misconduct of the Contractor, including litigation or any appellate proceedings with respect thereto. If such Losses were also caused in part by the acts or omissions of District, then the Contractor shall only be liable to the extent and for such portion that such Losses were caused by or arise directly out of the negligence or willful misconduct of the Contractor, its officers, agents, managers, contractors, or employees. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of Services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 8. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect

to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the Parties shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the applicable Party in refraining from so doing; and further, that the failure of a Party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement for any reason, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 13. PERMITS AND LICENSES.** District acknowledges that it is the District's responsibility to obtain and pay for all necessary permits and licenses needed to operate the Pools and/or utilize the Equipment or Chemicals as required by applicable law. Further, all additional permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All permits or licenses necessary for the Contractor to perform its obligations as set forth in this Agreement shall be obtained and paid for by the Contractor.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor,

if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument, together with **Exhibit A**, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this Agreement and **Exhibit A**, this Agreement shall control.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor; provided that Exhibit A to this Agreement may be amended, from time to time, by the Parties in writing, including via email confirmed by an authorized representative of both the District and Contractor, to reflect changes in (a) the Equipment leased to the District or the Pool, (b) pricing or rental rates, or (c) the delivery and storage location of the Chemicals and/or Equipment. Any such amendment shall supersede any prior Exhibit A and become a part of this Agreement.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**If to the District:**

Turnbull Creek Community Development District  
c/o Rizzetta & Company  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
Attn: District Manager

**With a copy to:**

Kilinski | Van Wyk PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303



Attn: District Counsel

**If to the Contractor:**

Aquasol Commercial Chemicals, Inc.,  
D/B/A Poolsure  
1707 Townhurst Drive  
Houston, Texas 77043  
Attn: Lori Wallace

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 22. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 23. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **Rizzetta & Company, Inc.** (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract Term and following the contract Term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270 EXT 4631, INFO@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any Party.

**SECTION 27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 28. COMPLIANCE WITH E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Services, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any Party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating Party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, the Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

**SECTION 29. SURVIVAL.** Notwithstanding any provisions herein to the contrary, upon the termination of this Agreement for any reason whatsoever, the provisions of this Agreement which by their nature require some action or forbearance after such termination (including but not limited to those related to payment, indemnities, and insurance) shall survive such termination and be binding until any actions, obligations and/or rights therein provided have been completely satisfied or released.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the day and year first written above.

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**AQUASOL COMMERCIAL CHEMICALS, INC.,  
D/B/A POOLSURE**

By:\_\_\_\_\_

Print: \_\_\_\_\_

Its:\_\_\_\_\_

**Exhibit A: Specific Terms**

## Exhibit A

## EXHIBIT A – Specific Terms

Property Name				Water Management Base Rate		
Turnbull Creek CDD				\$1,589.68		
Monthly Seasonal Billing – <u>100%</u> during Summer (April-September) and <u>100%</u> during Winter (October-March)				Summer		Winter
				\$1,589.68		\$1,589.68
Pool Name (Equipment/Tank Storage Location)	Additional Monthly Charges			Equipment		
	Shed Rental	XPC Wireless Rate	Tap Rate	Controller	Bleach Tank Size (in Gallons)	Tank Sensor on Tank?
Turnbull Creek Murabella Pool				WTC	2X300	Yes
Chemicals to be Delivered: May include but not limited to Sodium Hypochlorite, Pool Acid, Sodium Bicarbonate, Calcium Chloride, Cyanurics						
Special Items Included on Agreement:						
Delivery Address				Billing Information		
101 West Positano Ave				Sent Via: email and mail		
Saint Augustine, FL 32092				Website:		
				Email Address: cddinvoice@rizzetta.com		
				Mail Address: Turnbull Creek CDD		
				3434 Colwell Avenue, Suite 200		
				Tampa, FL 33614		

## **Tab 12**



**Quote#** 3599285 - 1R

**Date** 24-JAN-2023

## Bill To

TURNBULL CREEK  
COMMUNITY  
DEVELOPMENT DISTRICT  
475 W TOWN PL  
STE 114  
SAINT AUGUSTINE, ST  
JOHNS  
FL 32092-3649  
US

**Contact:**  
**Cell:**  
**Office:**  
**Email:**

## Ship To

TURNBULL CREEK  
COMMUNITY  
DEVELOPMENT DISTRICT  
MURABELLA  
NEIGHBORHOOD  
101 W POSITANO AVE  
SAINT AUGUSTINE, ST  
JOHNS  
FL 32092-4787  
United States

**Contact:**  
**Cell:**  
**Office:**  
**Email:**

**Shipment Priority:**  
**Requested Delivery Date:**



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## SALES REPRESENTATIVE

JEFFREY DIBLER  
**Cell:** 410-236-7753  
**Office:**  
**Email:** Jeffrey.Dibler@lifefitness.com

## Life Fitness

### Corporate Address:

10601 Belmont Avenue  
Franklin Park, IL 60131 USA  
Phone: Main (847) 288-3300  
Toll Free (800) 735-3867

### Remittance Address:

2716 Network Place,  
Chicago, IL  
60673, USA

## ONSITE CONTACT

**Cell:**  
**Email:**  
**Facility ID:**

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	<b>INPM</b> LIFE FITNESS POWERMILL w/SL - Life Fitness PowerMill Climber Base/Silver Int Handlebar Kit PowerMill/SL POWERMILL LED CONSOLE ENGLISH IMPERIAL/	1	10,679.00	-4,485.18	6,193.82	6,193.82
2	<b>MSRP6</b> 6% MSRP Price Adjustment	1	1.00	370.63	371.63	371.63

Quote#

3599285 - 1R

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Date 24-JAN-2023

PO Number		Subtotal	
Payment Type		List Price	10,680.00
Payment Terms	NET 30	Adjustment and Surcharge	-4,114.55
Freight Terms		Selling Price	6,565.45
FOB			
Freight/Fuel/Installation			566.59
		Tax	TAXES AS APPLICABLE
Total(USD)			7,132.04

## Notes:

ESTIMATED TAX: \$420.79

This is a draft quote and not a contract - Subject to management approval

Quote#

3599285 - 1R

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Date 24-JAN-2023

## ADDITIONAL TERMS OF SALE:

1. By accepting this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale found at <https://www.lifefitness.com/en-us/legal/terms-conditions>; and (b) as applicable, to allow the transaction to proceed without a Customer-issued purchase order or other form of purchase agreement as a condition for payment.
2. Any additional or different terms or conditions which appear on Customer's document (including its Purchase Orders) that are inconsistent with the Life Fitness Terms and Conditions of Sale shall be voided and of no effect.
3. Life Fitness RECOMMENDS that all strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness also REQUIRES that certain pieces of strength training equipment be secured to the floor. Please contact our Customer Service Department or your account representative for specific details.
4. All shipments of Products shall be F.O.B., Life Fitness' designated plant, distribution center, or warehouse unless otherwise specified.
5. Life Fitness will issue an invoice corresponding to this Quote upon shipment.
6. Life Fitness may ship partial orders.
7. Orders canceled by Customer within 60 days prior to the requested delivery date based on Section 13 below, or after shipment (or after production starts for "Built-To-Order" products) are subject to a 20% restocking fee.
8. Delays in delivery at Customer's request or due to Customer's failure may result in storage fees.
9. Prices set forth in this Quote are good for 30 days.
10. All invoices and any payments due thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
11. Payment terms and credit lines are subject to Life Fitness credit approval.
12. Life Fitness reserves the right to limit the use of credit cards. A service fee for credit transactions may apply.
13. Life Fitness reserves the right to adjust the prices contained herein for freight and installation up through sixty (60) days after completion of installation in accordance with corresponding increases in costs imposed by freight carriers (i.e. transportation via truck, train, ship or aircraft) and/or directly related to performing the installation (i.e. delivery, labor, fuel, permits, certifications, redelivery, bolt down service). In addition, where: (i) the parties agree that the requested delivery date shall be more than 4 months after the date of this Quote (even if this Quote is not executed), (ii) due to any delay falling within the Customer's responsibilities, the actual delivery date is made more than 4 months after the date of this Quote, or (iii) the actual delivery date shall be more than 4 months after the date of this Quote (except if the delay was due to the sole fault of Life Fitness), then Life Fitness shall be entitled to increase the agreed prices appropriately if Life Fitness experiences any increase in its costs relating to: raw materials and/or labor costs related to personnel responsible for manufacturing, assembling and/or delivering and installing the products, macroeconomic conditions such as taxes, tariffs or duties, natural disasters, and labor shortages/strikes. This shall be in addition to other remedies available under these terms and conditions.
14. Until all Products are paid for in full, Customer grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising from our sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Customer authorizes Life Fitness to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Customer agrees to furnish any such information to Life Fitness promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Life Fitness on behalf of Customer and may be filed at any time in any jurisdiction. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest.
15. When accepted, this Quote may be processed, fulfilled, and/or invoiced by Life Fitness and/or its affiliated companies, including, but not limited to, Brunswick Billiards, Cybex, SCIFIT or Indoor Cycling Group (ICG), and Customer agrees to make any required payments to the entity that issued the invoice.
16. Life Fitness disclaims all warranties for third party products sold to Customer, except that Life Fitness will, to the extent permissible, pass through to Customer all available warranties and provide all available applicable original manufacturer warranties for third party products. Customer agrees to look solely to the manufacturer or vendor of such products and services for any customer support or warranty claims. The manufacturer's or vendor's terms and conditions, including warranties, are located on their website or upon request to the manufacturer or vendor.
17. For any Subscription Services purchased pursuant to this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' Master Subscription Agreement found at <https://www.lifefitness.com/en-us/legal/subscriptions>; and (b) the subscription period set forth in the invoice ("Subscription Term") shall be non-cancelable during the Subscription Term and will automatically renew for a term equivalent in length to the then expiring Subscription Term at Life Fitness' then current Subscription charges. Either Customer or Life Fitness may elect to terminate any Subscription Services by providing notice in compliance with the Subscription Agreement.
18. Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.
19. This Quote may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## ADDITIONAL TERMS OF SALE – CONSUMERS:

20. By accepting this Quote, Customer agrees to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale – Direct To Consumer found at <https://www.lifefitness.com/en-us/legal/terms-conditions>, as may be amended from time to time.
21. **ALL SALES ARE FINAL. NO RETURNS, REFUNDS, OR EXCHANGES EXCEPT AS PROVIDED IN THE TERMS AND CONDITIONS OF SALE – DIRECT TO CONSUMER.**
22. All Items above shall apply except for Items No. 1, 2, 4, 7, 8 and 13.

This is a draft quote and not a contract - Subject to management approval

## **Tab 13**

## MINUTES OF MEETING

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The **regular meeting** of the Board of Supervisors of Turnbull Creek Community Development District was held on **January 10, 2023, at 6:30 p.m.** at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

**Present and constituting a quorum:**

Chris DelBene	Board Supervisor, Chairman
Gianna Krol	Board Supervisor, Assistant Secretary
Jeremy Vencil	Board Supervisor, Assistant Secretary
Brian Wing	Board Supervisor, Assistant Secretary

**Also present were:**

Carol Brown	District Manager, Rizzetta & Co., Inc.
Jennifer Kilinski	District Counsel, KE Law
Mike Yuro	District Engineer, Yuro & Associates
Erick Hutchinson	Amenity Manager, RMS
Jim Schieszer	Field Operations Manager, RMS Trimac
Robert Jones	Outdoors
Todd Murphy	General Manager, Trimac Outdoors

Members of the public present.

**FIRST ORDER OF BUSINESS****Call to Order / Roll Call**

Ms. Brown called the meeting to order at 6:32 p.m.

**SECOND ORDER OF BUSINESS****Audience Comments on  
Agenda Items**

No audience comments.

**THIRD ORDER OF BUSINESS****Oath of Office**

Ms. Brown informed the Board that Mr. DelBene and Mr. Wing were re-elected and Ms. Krol was elected to the Board on November 8, 2022. She also stated the supervisors took their Oath of Office prior to the start of the meeting.



**FOURTH ORDER OF BUSINESS****Resolution 2023-01;  
Redesignating Officers**

Ms. Brown reviewed the Resolution and the Board discussed designation of officers.

On Motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors appointed Mr. Wing as Chairman, for Turnbull Creek Community Development District.

On Motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors appointed Mr. Vencil as Vice Chairman, for Turnbull Creek Community Development District.

On Motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors appointed Chris DelBene as Assistant Secretary, for Turnbull Creek Community Development District.

On Motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors appointed Diana Jordan-Baldwin as Assistant Secretary, for Turnbull Creek Community Development District.

On Motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors appointed Ms. Krol as Assistant Secretary, for Turnbull Creek Community Development District.

On Motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors appointed Carol Brown and Melissa Dobbins as Assistant Secretary, Bob Schleifer as Secretary, Scott Brizendine as Treasurer and Shawn Wildermuth as Assistant Treasurer, for Turnbull Creek Community Development District.

On Motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors adopted Resolution 2023-01; Redesignating Officers, for Turnbull Creek Community Development District.

**FIFTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

Ms. Kilinski welcomed Ms. Krol to the Board and reviewed the Florida Sunshine Law, public records law, roles of supervisors, Form 1 and Rules of Procedures.

Ms. Kilinski also updated the Board that the Hancock trustees have waived the annual District Engineer reporting requirement. However, the trustees with US Bank are working on bond holder consent which may take some time.

## **B. District Engineer**

### **1.) Ratification of the following:**

#### **a.) Yuro & Associates, LLC Professional Engineering Services Agreement**

On Motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors ratified Yuro & Associates, LLC Professional Engineering Services Agreement, for Turnbull Creek Community Development District.

#### **b.) Ratification of Yuro & Associates, LLC Work Authorization #1 for the Annual Master Trust Indenture Report**

Mr. Yuro presented the Annual Master Trust Indenture Report (Exhibit A). The Board directed the Staff to revise the report to include sidewalk and berm areas and to present the revised report at the next meeting. Discussion ensued.

On Motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors ratified Yuro & Associates, LLC Work Authorization #1 for the Annual Master Trust Indenture Report, for Turnbull Creek Community Development District.

#### **c.) Ratification of Yuro & Associates, LLC Work Authorization #2 for Pond Bank 11 Re-inspection**

On Motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors ratified Yuro & Associates, LLC Work Authorization #2 for Pond Bank 11 Re-Inspection, for Turnbull Creek Community Development District.

### **2.) Review of Pond Bank Repair Report, Final Completion Certification and Invoices**

Mr. Yuro presented the Pond Bank 11 Re-Inspection Report (Exhibit B). He stated repairs for the most part was successful, however, there are still areas that need sod restoration.

The Board directed Staff to send Notices to homeowners to who live around the pond bank to irrigate sod appropriately.

Ms. Kilinski recommended the Board to send Notice to the contractor with Re-Inspection Report and give them an opportunity to repair.

The Board agreed and gave the Staff this direction, along with removing slit fences and installing sod in the spring.

The Board directed the Staff to send Notices to homeowners of 1861 and 1869 regarding downspouts impacting erosion.

The Board discussed bidding out repair work and directed Trimac to provide a proposal. Mr. Murphy agreed, however, Trimac does not warranty Bahia sod.

### **3.) Consideration of Resolution 2023-02; Interim Easement Variance Policy and Application Fee**

Ms. Kilinski introduced Resolution 2023-02 and reviewed the Rules of Procedures requirement to hold a public hearing when setting rates. This Resolution would permit the Board to set an interim rate and when other rates need to be revisited by the Board to then hold a public hearing.

Ms. Kilinski advised that the District Engineer, Mike Yuro, felt that \$500.00 would be appropriate and this would include the review, approval, inspection, and filing with the county. Discussion ensued.

On Motion by Mr. Vencil, seconded by Mr. DelBene, with all in favor, the Board of Supervisors adopted Resolution 2023-02; Interim Easement Variance Policy and Application Fee as amended, for Turnbull Creek Community Development District.

The Board discussed 1921 and 1925 Amalfi Court. Ms. Brown advised the District has been in contact with the owners and they submitted a variance application. The Board expressed concerns with any work that has already been done to District property and if there are any issues, owners will need to be sent a Notice of their responsibility.

### **4.) Update and Discussion on Parking Lot Expansion and Proposal(s)**

Mr. Wing provided the Board with an update on his meeting with Mr. Yuro. Mr. Yuro provided a map (Exhibit C) and he reached out to two contractors that would provide full compact, sub base rock, lime rock and asphalt. This cost would be higher, however, recommended, as material will last longer. Discussion ensued.

The Board directed the Staff to provide proposal for site plan.

### **5.) Consideration of Matthews Design Group, LLC for Professional Engineering Consulting Services**

On Motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved Matthews Design Group, LLC for Professional Engineering Consulting Services, for Turnbull Creek Community Development District.

Mr. Yuro was excused at 7:52 p.m.

## **C. Landscape Manager**

**1.) Trimac Landscaping Management Report, dated December 2022**

Mr. Jones presented his report and advised that many plants were damaged by the cold weather and new annuals to be planted soon.

The Board discussed berm maintenance and language in the Landscape Agreement. Mr. Murphy said they would trim all grasses in the berm.

The Board discussed baseball field and field maintenance. The Board directed RMS to provide an estimate for next meeting for on-going maintenance of fields.

**2.) Consideration of Pine Straw and Mulch Proposal(s)**

On Motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved Trimac's pine straw and mulch proposal, in the amount of \$41,550, for Turnbull Creek Community Development District.

The Board directed Staff to to install pine straw and mulch after the berm grasses are cut back.

**3.) Consideration of Volleyball Repair Proposal(s)**

Tabled by the Board.

**4.) Consideration of Ant Treatment Proposal(s)**

Mr. DelBene informed the Board that he reviewed the Trimac agreement and the top treatment service is included annually. Trimac stated they will treat it and Mr. DelBene advised the 21k proposal was not necessary.

Mr. Murphy and Mr. Jones presented two additional proposals (Exhibit D).

On Motion by Mr. DelBene, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved pine tree removal, in the amount of \$1,475.00, for Turnbull Creek Community Development District.

The Board reviewed sod replacement on Verona Way.

This was tabled by the Board.

The Board directed the Staff to send Notice to homeowners who cause sod damage.

Trimac was excused at 8:41 p.m.

**D. Amenity and Field Operation Managers****1.) Amenity and Field Manager Report, dated January 2023**

Mr. Schieszer reviewed the Amenity and Field Manager Report found under Tab 13A. He said the District's berms are being damaged by motorcycles. The Board discussed ways to hold vandals accountable. Discussion ensued.

The Board directed the Staff to send E-Blast to community regarding motorized vehicles are not permitted on District property.

The Board directed the Staff to obtain proposals to replace the parks gate locks.

## **2.) Update and Discussion on Poolsure Agreement and Proposal**

Ms. Kilinski updated the Board that the revisions made to Poolsure's agreement disclaims the District from equipment malfunctioning. She shared that other Districts have Hawkins for chemicals and purchases the equipment. Over the long term there is a District savings, however, more work for Staff. Discussion ensued.

The Board directed the Staff to obtain feeder and equipment proposals for the next meeting and to include pricing from Big Z Pools.

## **3.) Consideration of Amendment to the Following Instructor Agreements: Ancient City Soccer, Gift of Dance and Vesta Amenity Athletic Soccer**

The Board discussed Ancient Cit Soccer and Vesta Amenity Athletics Exhibit E.

On Motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved both Ancient City Soccer and Vesta Amenity Athletics agreements, as amended, with no more than two teams allowed to practice during any 1-hour time slot for each organization, (2 for Ancient City Soccer and 2 for Vesta Amenity Athletics, for a total of 4 teams at one time with a 30 minute break for getting off of the field and 30 minutes in between each scheduled practice.) Motion also includes a master calendar to establish a universal shared system to schedule field time and to collaborate. This also includes punitive penalties as follows: 1<sup>st</sup> offense of \$500, 2<sup>nd</sup> offense of \$1,000 and 3<sup>rd</sup> offense to no longer be allowed to use the field, for Turnbull Creek Community Development District.

Ms. Brown updated the Board that the Joy of Tennis has not provided the required documents for execution of the agreement and that instructor has placed tennis lesson signs on District property.

The Board directed the Staff to remove tennis instruction signs.

Mr. Hutchinson informed the Board that Combat Karate no longer offers lessons within the District.

On Motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved the amendment to the Gift of Dance agreement, for Turnbull Creek Community Development District.

**E. District Manager****1.) Update of Waste Service Agreements**

Ms. Brown updated the Board that unbeknownst to her and District Counsel, the District entered into a 5 year Waste Management Agreement in December 2021. Ms. Kilinski and Mr. DelBene had reviewed agreement along with the GMS' agreement and advised that Mr. Torres, former District Manager with GMS, did not have a contractual right to execute the contract. Discussion ensued.

On Motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved to send Waste Management termination of contract for cause, plus notice Waste Management the signing party had no authority to sign the agreement, for Turnbull Creek Community Development District.

**SIXTH ORDER OF BUSINESS****Consideration of FEMA  
Addendum to Supplementary  
Conditions Relating to Federal  
Standards**

Ms. Kilinski reviewed FEMA Addendum and hurricane emergency debris removal. Discussion ensued.

On Motion by Mr. DelBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors approved FEMA Addendum and hurricane emergency debris removal, for Turnbull Creek Community Development District.

**SEVENTH ORDER OF BUSINESS****Consideration of the Tri-Party  
Succession Agreement and  
Consent Form**

On Motion by Mr. DelBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors approved the Tri-Party Succession Agreement and Consent Form, for Turnbull Creek Community Development District.

**EIGHTH ORDER OF BUSINESS****Consideration of the Addendum  
to Engagement Letter Between  
Berger, Toombs, Elam, Gaines  
and Frank**

On Motion by Mr. DelBene, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved the addendum to engagement letter between Berger, Tooms, Elam, Gaines and Frank, for Turnbull Creek Community Development District.

**NINTH ORDER OF BUSINESS****Consideration of Workers**



**Compensation Insurance Policy**

On Motion by Mr. Wing, seconded by Mr. Vencil, with Mr. DelBene in favor and Ms. Krol opposed, the Board of Supervisors approved the workers compensation insurance policy, in the amount of \$850.00, for Turnbull Creek Community Development District.

**TENTH ORDER OF BUSINESS****Consideration of United Parcel  
Service Land Use Agreement**

Ms. Brown informed the Board that vendor is in process of issuing District \$1,000 from last year's agreement. Discussion ensued.

On Motion by Mr. DelBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors approved the United Parcel Service Land Use Agreement, for Turnbull Creek Community Development District.

**ELEVENTH ORDER OF BUSINESS****Consideration of Slide Repair  
Proposal(s)**

On Motion by Mr. Wing, seconded by Mr. DelBene, with Ms. Krol in favor and Mr. Venci opposed, the Board of Supervisors approved the pool slide repair with a not-to-exceed amount of \$17,064.00, for Turnbull Creek Community Development District.

**TWELFTH ORDER OF BUSINESS****Consideration of Pool Paver  
Proposal(s)**

Mr. Schieszer presented the All Weather Contractor (Exhibit F) and St. Augustine Fence & Outdoor Construction proposals.

On Motion by Mr. DelBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors approved the All Weather Contractor investigation proposal (Exhibit F), in the amount of \$790 with a not-to-exceed amount of \$4,800 to repair pool pavers. If the amount to repair exceeds this then a special meeting will be called, for Turnbull Creek Community Development District.

**THIRTEENTH ORDER OF BUSINESS****Consideration of the Southern  
Recreation Shade Proposal**

On Motion by Mr. DelBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors approved the Southern Recreation Shade proposal, in the amount of \$5,299, for Turnbull Creek Community Development District.

**FOURTEENTH ORDER OF BUSINESS****Consideration of Pest Control  
Proposal(s)**

On Motion by Mr. DelBene, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved, as amended, McCall proposal with initial cost of \$310 and monthly cost of \$200, for Turnbull Creek Community Development District.

**FIFTEENTH ORDER OF BUSINESS****Update on Security Agreements**

Ms. Kilinski and Mr. DelBene provided an update on the status of the addendum. The Board directed the Staff to push back on the prevailing party's attorney's fees, however, it's okay to move forward with addendum should vendor say no.

On Motion by Mr. DelBene, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved addendum with or without the prevailing party's attorney's fees, for Turnbull Creek Community Development District.

**SIXTEENTH ORDER OF BUSINESS****Approval of Consent Agenda****1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held November 8, 2022****2.) Ratification of the Operation and Maintenance Expenditures for September 2022 and October 2022**

On Motion by Mr. Vencil, seconded by Mr. Wing, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held November 8, 2022 and ratified the Operation and Maintenance Expenditures for September 2022, in the amount of \$137,465.06 and October 2022, in the amount of \$69,369.99, for Turnbull Creek Community Development District.

**SEVENTEENTH ORDER OF BUSINESS****Supervisor Requests and Audience Comments****Supervisor**

Mr. Wing requested a workshop on February 26, 2023 at 3:00 p.m. to discuss vandalism.

Ms. Krol expressed interest in increasing meetings and setting time limits on discussions. Ms. Krol was also concerned with parking lot expansion.

Mr. Vencil commented on parking lot and meeting schedule.

Mr. DelBene commented on full and part time security and SJCSO costs.

**Audience**

Audience members commented on parking lot expansion, walkways, drainage issues, reserve study, meeting length, berms, vandalism and recording of meetings.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board adjourned the Board of Supervisors' Meeting at 10:58 PM, for Turnbull Creek Community Development District.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

DRAFT

# **Exhibit A**



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

January 10, 2023

Ms. Carol Brown – *District Manager*  
Turnbull Creek Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**Reference:**    **2022 Consulting Engineering Report**  
                         **Section 9.21 of Master Trust Indenture**  
                         **Turnbull Creek Community Development District**  
                         Special Assessment Bond Series 2005  
                         Special Assessment Bond Series 2006  
                         Special Assessment Bond Series 2015A  
                         Special Assessment Bond Series 2015B  
                         Special Assessment Bond Series 2016

Ms. Brown,

In accordance with Section 9.21 of the Master Trust Indenture, we have completed the annual review of the portion of the project within the Turnbull Creek Community Development District constructed to date. This report is based on a limited field review and is not intended to be exhaustive or comprehensive. We hereby offer the following consulting engineers report.

Amenity Center

We have inspected the recreational facilities which include the Amenity Center, pool area, ball fields, basketball court and the two multipurpose fields with paved walking paths and have found them to be in generally good condition and working order. These facilities are currently open for use and appear to be regularly maintained by the District. We did observe two (2) areas of concern that include a sink hole under the pavers behind the zero-entry area of the pool as well as rusting on the support columns for the slide tower stairs. Staff are aware of both of these issues and it's our understanding that they are working to get proposals from contractors to repair them ASAP. Both areas are currently roped off for safety reasons and won't be re-opened until the repairs are completed.

Playground Areas

There are three playground areas located throughout the property, one at the Amenity Center, one off of Toscana Lane and one off of E. Franchetta Lane. All playgrounds appear to be in good working order and are open for use. We observed that two of the playground areas are missing shade material on the shade structure, however, this doesn't impact the use of the facilities. Staff are aware of these maintenance items and are working on addressing them. We did not observe any civil engineering related items that would require repair work at this time.

Entry Features

We have inspected the entry features and found them to be in generally good condition and working order. It appears that these features receive regular maintenance by District. We did not observe any apparent civil engineering related items that would require maintenance or repair at this time.





- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

**2022 Engineers Report**  
*Page 2 of 2*

Berms and Landscaping

We inspected the berms and landscaping within the common areas and have found them in generally good condition and well maintained. We did not observe any civil engineering related items that would require repair work at this time.

Mail Kiosks

There are three mail kiosks located throughout the property, one near the Amenity Center off of E. Positano Ave, one off of Toscana Lane and one off of E. Franchetta Lane. All three mail kiosk locations appear to be in good condition and working order. These facilities are open for use and appear to be regularly maintained by the District. We did not observe any additional civil engineering related items that would require repair work at this time.

Stormwater Facilities

The stormwater facilities (ponds and outfall structures located throughout the community) were inspected where access was available and were found to be generally in good condition and functioning as designed. A major pond bank repair project was completed in 2022 with the Certificate of Engineer for Acceptance of Work Completed signed by the District Engineer at the time on November 8, 2022. A follow up inspection identified a punch list of several areas where the sod restoration was recommended to be addressed and we anticipate the contractor coming back to take care of this in the near future. All of these pond bank repairs were associated with failing pond banks and/or significant erosion issues. We also noticed a few areas of erosion on other pond bank areas that we anticipate will be addressed in the order of priority as funding becomes available.

Finally, in accordance with Section 9.14 of the Master Trust Indenture, we are not qualified to provide specific insurance recommendations and recommend that the insurance coverage amounts be reviewed but the District Manager and Insurance Provider annually to confirm that the current replacement costs are appropriate.

If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

1/10/2023

Michael J. Yuro, P.E.  
President  
P.E. License No. 65247



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Michael J Yuro

2023.01.10 17:41:11 -05'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT  
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE  
MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

# **Exhibit B**



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

**To:** Turnbull Creek CDD – Board of Supervisors  
**From:** Michael J. Yuro, P.E.  
*CDD Engineer*  
**RE:** Pond Bank Inspection of Improvements completed by Boudreaux's Pro Grade  
**Date:** January 5, 2023

---

As directed by the Turnbull Creek CDD Board of Supervisors, I have completed an inspection of the pond bank repairs that were completed by Boudreaux's Pro Grade and resulted in a "Certificate of Engineer for Acceptance of Work Completed" signed & dated November 8, 2022. As part of my efforts and prior to my on-site inspection, I reviewed all information provided to me including, but not limited to the following:

- Project Plans titled "Turnbull Creek CDD – Pond Bank Maintenance Project, Pond Bank Repair Plan", by JMT dated July 22, 2021
- Project Request for Proposal, prepared by JMT, dated July 22, 2021
- Agreement with Boudreaux's Pro Grade LLC dated 10/19/2021
- Boudreaux's Pro Grade LLC Change Order #1 dated 1/19/2022
- Revised Method of Completion and Materials (Change Order #2) dated May 2022
- As-Built plan by Clarkson and Associates, inc., dated June 24, 2022

Be advised that I was not on-site during any of the construction efforts so I can't comment on the construction methods. As such, my comments are based only on my review of the above materials and the visual inspection completed on December 21<sup>st</sup>, 2022. My comments are as follows:

### **1. General Summary**

- a. The areas within the construction limits appeared to have no major washouts (indicating repairs were successful). However, it appears that only specific locations, generally at the lot lines, were addressed and not the entire length of the pond bank within the pond bank repair limits shown on the engineering plans. This is an appropriate approach, in my opinion, if the areas not addressed already were at a 4:1 slope and weren't experiencing erosion. The As-Built drawings showed the majority of the project limits were within a 4:1 slope or very close to that (within 3%).
- b. Many restoration areas appear to be in poor condition with the following issues observed at multiple locations:
  - i. Unhealthy and/or dead sod
  - ii. Poor tie-in of new sod to undisturbed areas
  - iii. Areas of bare ground with no sod (or not enough sod to cover the disturbed area)





- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

Pond Bank Inspection  
January 5, 2023  
Page 2 of 2

**2. Additional comments for specific areas:**

- Several areas appear to have a “lip” at the top of slope, which indicates that those areas don’t have a consistent 4:1 slope as shown on the detail in the engineering plans
- Silt fences are still in place in several locations
- There is a depression forming at the fence post near 2112 S. Sorrento Hills Rd. I can’t tell if the fence was there during construction or if it’s new, but if not addressed I would anticipate this growing into a larger issue in the future.
- There is a new washout forming behind 1925 & 1929 Amalfi Court that should be addressed
- There is a gutter downspout drain that stops at the top of bank and appears to be causing erosion behind 1861/1869 S. Cappero Drive
- There is a significant area of bare ground at the top of bank behind 1851 S. Cappero Drive. I would recommend this area be grassed to avoid future erosion issues

**3. Recommendations:**

- Request the contractor return to the site to improve the restoration areas, including adding healthy sod where necessary and ensuring a clean tie-in to the existing “non-disturbed” areas. The seam between these areas should be minimally noticeable
- Request the contractor add sod to bare areas and areas where not enough sod was installed to fully cover the restoration
- Request the contractor remove existing silt fence
- Request the contractor address the few areas where erosion is currently noticeable
- Suggest removing downspout or extending it into the pond below the water level.

I hope you find this report helpful. I’ll be happy to elaborate on my inspection and answer any questions at the next CDD meeting.

Sincerely,

Michael J. Yuro, P.E.  
*Turnbull Creek CDD – District Engineer*

# **Exhibit C**



NO.	DATE	REVISIONS	PROJECT NO.	DATE	DESIGNED BY	DATE	SCALE
			Y22-1173		EID		
			YURO		ANY		
			145 Hidden Road, Lot 108				
			Ponte Vedra, FL 32081				
			(904) 342-5199				
			CERTIFICATE OF AUTHORIZATION NO. 2808				
			MICHAEL J. YURO, P.E.				
			FLORIDA P.E. LICENSE NO. 6527				
			REGISTERED PROFESSIONAL				
			MCRAIG & ASSOCIATES				
			TURNBULL CREEK CDD				
			PARKING LOT OVERVIEW				
			1c				







# **Exhibit D**



PO Box 8699  
Fleming Island, FL 32006 US  
(904) 505-4694  
jillf@trimacoutdoor.com  
www.trimacoutdoor.com



**ADDRESS**  
Murabella-Turnbull Creek  
101 E Positano Ave  
St Augustine, FL 32092

**SHIP TO**  
Murabella-Turnbull Creek  
101 E Positano Ave  
St Augustine, FL 32092

**Estimate 1657**

**DATE 01/10/2023**

**ESTIMATOR**  
Todd Murphy

**SCOPE OF WORK**  
Tree Removal

ACTIVITY	QTY	RATE	AMOUNT
<b>TW - Todd Murphy</b> Remove and flush cut 3 pine trees armed with yellow caution ribbon next to tennis court along Pacetti Road.	1	1,475.00	1,475.00

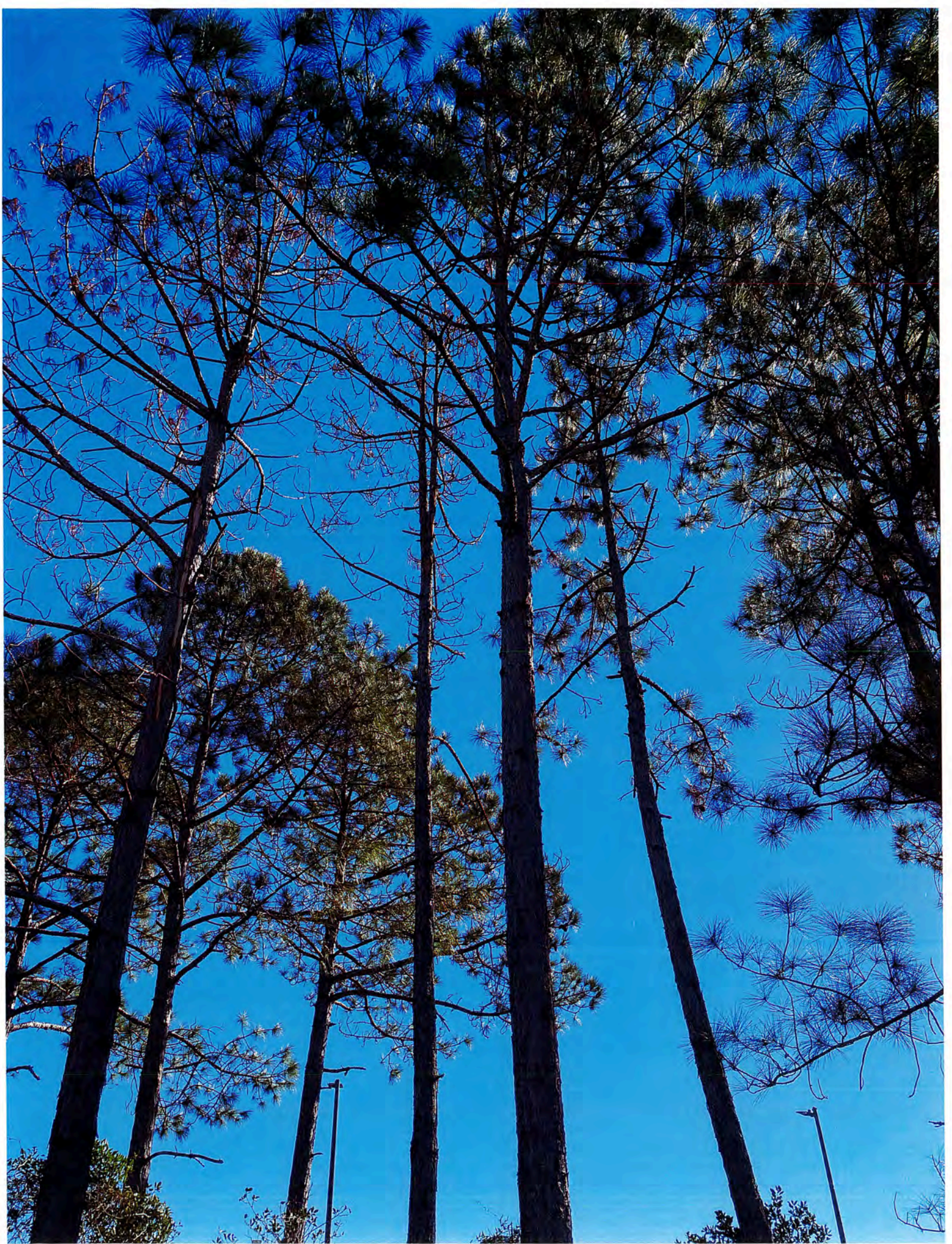
**TOTAL \$1,475.00**

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"







# **Exhibit E**

Our soccer program is a year long program (Fall and Spring): Cost varies based on age - \$250 (youngest) - \$295 (oldest)/year for specific season). The Schedule will be similar to the Fall Schedule as far as days and times. I won't know a specific schedule for Spring until our registration closes at the end of January....

~~Amberly~~

## WGV – Murabella Fields – Fall 2021

	U12 Field	U10 Field	U8 Field	U6 Field
<b>Mondays</b>	07/08 WGV Competitive 5:00-6:30	Brandy – U8/U10A 5:30-6:45	Academy Girls 5:30-6:45	
<b>Tuesdays</b>	Patrick – U12A 6:30-7:45  Varshine – U12 5:45-7:00	Patrick/Brian – U10A 5:15-6:30	Patrick – U8A 4:15-5:15	
<b>Wednesdays</b>	07/08 WGV Competitive 5:00-6:30	Brandy – U8/U10A 5:30-6:45  Bays – U10 5:30-6:30	Durr – U8 5:30-6:30  Gill – U8 6:00-7:00	Brownlee – U6 5:30-6:30
<b>Thursdays</b>	Patrick – U12A 6:30-7:45  Varshine – U12 5:45-7:00	Patrick/Brian – U10A 5:15-6:30  Minor – U10 5:30-6:30	Patrick – U8A 4:15-5:15  Heneka – U8G 5:00-6:00	Sacks – U6 5:30-6:30

March –



# **Exhibit F**



1702 Lindsey Rd  
Jacksonville, Fl. 32221  
Ph (904) 781-7060 Fax (904) 619-5011  
CGC1523954 CMC1250093 CFC1428601 CCC1329086

## Turnbull Creek CDD Murabella

Attn: Jim Schieszer -

1 10 23

Re: paver removal and investigation

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

- > bring in crew to remove up to 175 sq ft of pavers at the pool deck area that are sinking
- > stack the pavers out of the way in location per management
- > inspect the cause of the sinking pavers - we will take pictures of any issues we found that may have caused the sinking pavers and send a written bid to make any repairs needed during the investigation and to re-do pavers after repairs are done
- > clean up job and haul away debris

Projects under \$10,000.00 are due on completion. Projects over \$10,000.00 require a 20% mobilization draw followed by 50%, 20% and 10% upon completion (some exceptions apply)

This proposal may be withdrawn at any time.

Payments are considered late 30 days after invoice approval(s) and are subject to 2.0% per month interest plus fees.

Many projects require a Notice to Owner. If you receive such please understand this is not a lien on your property and is merely making the Owner aware of services per Florida Statute.

**Total Price \$790.00 removal and investigation only**

**Proposal Signed by \_\_\_\_\_ Printed Name \_\_\_\_\_**

**Thank you for your consideration - Scott Haines - C 904.402.6561**

## MINUTES OF MEETING

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The **public workshop** of the Turnbull Creek Community Development District was held on **February 26, 2023, at 3:00 p.m.** at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

**Present and constituting a quorum:**

Brian Wing	Board Supervisor, Chairperson
Jeremy Vencil	Board Supervisor, Vice Chairperson
Chris DelBene	Board Supervisor, Assistant Secretary
Gianna Krol	Board Supervisor, Assistant Secretary

Members of the public present.

**FIRST ORDER OF BUSINESS****Call to Order / Roll Call**

Mr. Wing called the meeting to order at 3:00 p.m.

**SECOND ORDER OF BUSINESS****Vandalism Workshop**

Board held vandalism workshop.

**THIRD ORDER OF BUSINESS****Adjournment**

On a motion by Mr. DelBene, seconded by Ms. Krol, with all unanimously in favor, the Board adjourned the public workshop at 4:38 p.m., for Turnbull Creek Community Development District.

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\_\_\_\_\_  
Secretary /Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

DRAFT

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

## **Operations and Maintenance Expenditures November 2022 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$93,884.17**

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary



# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures  
November 1, 2022 Through November 30, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Always Improving, LLC / Fitness Pro	100076	28673	Fitness Equipment Maintenance 10/22	\$ 212.00
American Society of Composers, Authors and Brian Wing	100091	500776894 5/11	Music License Fees 10/22	\$ 409.17
	100087	BW110822	Board of Supervisors Meeting 11/08/22	\$ 184.70
Charles Labanowski	100088	CL110822	Board of Supervisors Meeting 11/08/22	\$ 184.70
COMCAST	ACH	8495 74 140 1701846 11/22	Cable Services 11/22	\$ 121.25
COMCAST	ACH	8495 74 140 0863399 11/22	Cable Services 11/22	\$ 312.38
Diana Jordan-Baldwin	100089	DJB110822	Board of Supervisors Meeting 11/08/22	\$ 184.70
Florida Department of Economic Opportunity	100071	86761	Special District Fee FY 22/23	\$ 175.00
Florida Power & Light Company	ACH	Monthly Summary 11/22 616 Autopay	Electric Services 11/22	\$ 6,400.90
Future Horizons, Inc.	100077	75645	Aquatic Maintenance 10/22	\$ 1,375.00
Hi-Tech System Associates	ACH	374071	Access Control Services 11/22	\$ 30.00
Hi-Tech System Associates	100072	64589	Access Control Service Call 08/22	\$ 380.00

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures  
November 1, 2022 Through November 30, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Jeremy Vencil	100090	JV110822	Board of Supervisors Meeting 11/08/22	\$ 184.70
Johnson Mirmiran & Thompson, Inc.	100078	7-198740	Engineering Services 10/22	\$ 1,837.50
KE Law Group, LLC	100073	4562	Legal Services 09/22	\$ 6,070.85
Life Fitness, LLC	100079	6854335	Fitness Equipment Service 09/22	\$ 203.89
Neighborhood Publications, Inc	100081	MURA5886	Website Management 11/22	\$ 45.00
Poolsure	100082	1.31296E+11	Pool Maintenance 11/22	\$ 1,023.28
Riverside Management Services, Inc	100083	108	Janitorial Services 11/22	\$ 755.33
Riverside Management Services, Inc	100083	109	Janitorial Services 10/22	\$ 755.33
Riverside Management Services, Inc	100083	106	Pool Maintenance Services 11/22	\$ 1,269.42
Riverside Management Services, Inc	100083	107	Management Services 11/22	\$ 19,722.57
Rizzetta & Company, Inc.	100074	INV0000072627	District Management Fees 11/22	\$ 3,683.33
St Johns Utility Department	100075	515577-114371 10/22	Water Services 101 W Positano Ave 10/22	\$ 662.28

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures  
November 1, 2022 Through November 30, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
The Ledger / News Chief/ CA Florida Holdings, LLC	100084	5015762	Legal Advertising 10/22	\$ 282.88
Trimac Outdoor	100092	16093	Install Juniper Plants 11/22	\$ 176.00
Trimac Outdoor	100085	15805	Remove & Install Hedges & Sod 10/22	\$ 1,796.00
Trimac Outdoor	100080	15738	Irrigation Repair-Main Line Break 10/22	\$ 2,015.00
Trimac Outdoor	100080	15739	Irrigation Repair-Main Line Break 10/22	\$ 5,422.00
Trimac Outdoor	100092	15717	Tree Removal 10/22	\$ 13,300.00
Trimac Outdoor	100092	15863	Landscape Maintenance 11/22	\$ 23,454.00
Turner Pest Control, LLC	100086	19360148	Pest Control Services 10/22	\$ 121.28
Turner Pest Control, LLC	100086	20006172	Pest Control Services 11/22	\$ 203.97
Waste Management Inc. of Florida	ACH	0023430-4032-1	Waste Disposal Services 11/22	<u>\$ 929.76</u>
<b>Report Total</b>				<u><b>\$ 93,884.17</b></u>

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

## **Operations and Maintenance Expenditures December 2022 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$53,988.70**

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures  
December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Alfred W Grover	100095	11922	Electrical Repair-Replace Outlets 11/22	\$ 584.15
COMCAST	ACH	8495 74 140 1701846 12/22 Autopay 616	Cable Services 12/22	\$ 121.25
COMCAST	ACH	8495 74 140 0863399 12/22	Cable Services 12/22	\$ 322.45
DoodyCalls of Jacksonville	100097	100073	Pet Waste Bags 11/22	\$ 207.00
Florida Power & Light Company	ACH	Monthly Summary 12/22 616 Autopay	Electric Services 12/22	\$ 6,245.63
Future Horizons, Inc.	100098	76064	Aquatic Weed Control Services 11/22	\$ 1,375.00
Grassy Gator Outdoor	100104	6031	Sod Installation 12/22	\$ 900.00
Hi-Tech System Associates	ACH	375839	Access Monitoring 12/22	\$ 30.00
KE Law Group, LLC	100105	5092	Legal Services 11/22	\$ 1,708.00
KE Law Group, LLC	100105	5091	Legal Services 11/22	\$ 3,226.50
KE Law Group, LLC	100099	4875	Legal Services 10/22	\$ 6,167.69
Neighborhood Publications, Inc	100106	MURA5887	Website Management 12/22	\$ 45.00



# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures  
December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Poolsure	100100	1.31295E+11	Pool Maintenance 12/22	\$ 1,023.28
Riverside Management Services, Inc	100101	112	Storm Cleanup 11/22	\$ 235.38
Riverside Management Services, Inc	100107	113	Facility Maintenance 11/22	\$ 320.07
Riverside Management Services, Inc	100107	110	Pool Maintenance Services 12/22	\$ 1,269.42
Riverside Management Services, Inc	100107	111	Amenity Management Services 12/22	\$ 19,274.34
Rizzetta & Company, Inc.	100094	INV0000073273	District Management Services 12/22	\$ 3,683.33
Southern Recreation, Inc.	100102	Southern Recreation 120222	Shade Top Replacement 50% Deposit 12/22	\$ 2,900.00
St Johns County Tax Collector	100108	121422 St Johns Cty	Property Tax Postage 12/22	\$ 230.76
St Johns Utility Department	100093	532445-124405 10/22	Water Services 10/22	\$ 6.43
St Johns Utility Department	100111	532445-124405 12/22	Water Services 12/22	\$ 15.07
St Johns Utility Department	100093	532445-124405 11/22	Water Services 11/22	\$ 15.37
St Johns Utility Department	100093	532445-124406 10/22	Water Services 10/22	\$ 34.80

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures  
December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
St Johns Utility Department	100093	532445-124406 11/22	Water Services 11/22	\$ 37.72
St Johns Utility Department	100093	532445-124596 10/22	Water Services 10/22	\$ 76.19
St Johns Utility Department	100093	532445-124596 11/22	Water Services 11/22	\$ 81.83
St Johns Utility Department	100103	532445-124406 12/22	Water Services 12/22	\$ 83.22
St Johns Utility Department	100103	532445-124596 12/22	Water Services 12/22	\$ 132.61
St Johns Utility Department	100111	515577-114371 12/22	Water Services 12/22	\$ 616.46
St Johns Utility Department	100093	515577-114371 11/22	Water Services 11/22	\$ 791.02
Trimac Outdoor	100109	16393	Remove Fallen Tree 12/22	\$ 440.00
Trimac Outdoor	100109	16395	Irrigation Controller Replacement 12/22	\$ 655.00
Turner Pest Control, LLC	100110	20511219	Pest Control Services 11/22	\$ 203.97
Waste Management Inc. of Florida	ACH	0024452-4032-4 Autopay	Waste Disposal Services 12/22	<u>\$ 929.76</u>

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

Paid Operation and Maintenance Expenditures  
December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
<b>Report Total</b>				<b><u>\$ 53,988.70</u></b>

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

## **Operations and Maintenance Expenditures January 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$99,027.73**

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
COMCAST	ACH	8495 74 140 1701846	Cable Services 01/23	\$ 121.25
		01/23 Autopay		
COMCAST	ACH	8495 74 140 0863399	Cable Services 01/23	\$ 334.14
		01/23 Autopay 616		
Egis Insurance Advisors, LLC	100125	17863	Workers Compensation Policy	\$ 792.20
First Coast Franchising / Jani King	100126	JAK01230280	Janitorial Services 01/23	\$ 709.90
First Coast Franchising / Jani King	100119	JAK12220560	Janitorial Services 12/22	\$ 709.90
Florida Power & Light Company	ACH	Monthly Summary 12/22	Electric Services 01/23	\$ 6,633.84
		Autopay 616		
Governmental Management Services, LLC	100116	294	Website Maintenance 01/23	\$ 100.00
Governmental Management Services, LLC	100116	293	Website Maintenance 12/22	\$ 300.00
Hidden Eyes, LLC / Envera	100115	722457	Video Monitoring Service Maintenance 12/22	\$ 1,479.00
Hi-Tech System Associates	ACH	377659 Autopay	Access Monitoring 01/23	\$ 30.00
Hi-Tech System Associates	100117	66998	Access Monitoring Service Call 12/22	\$ 95.00
Hoover Pumping Systems Corp.	100127	170273	Replace Y-Strainer Filter & Hose 01/23	\$ 626.02



# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Johnson Mirmiran & Thompson, Inc.	100114	8-202438	Engineering Services 01/23	\$ 1,400.00
Keith L Zimmer	100134	Zimmer12423	Mailbox Lock Replacement 01/23	\$ 200.00
Neighborhood Publications, Inc	100121	MURA5888	Premium Website 01/23	\$ 45.00
Poolsure	100123	1.31296E+11	Pool Maintenance 01/23	\$ 1,230.88
Posey Family Outdoor Services	100113	196188	Christmas Lighting Decorations Installation 11/22	\$ 2,980.00
Riverside Management Services, Inc	100124	116	Facility Maintenance 01/23	\$ 637.95
Riverside Management Services, Inc	100129	114	Pool Maintenance 01/23	\$ 1,269.42
Riverside Management Services, Inc	100128	115	Amenity Management Services 01/23	\$ 19,526.34
Rizzetta & Company, Inc.	100118	INV0000074904	Dissemination Services FY 22-23	\$ 1,000.00
Rizzetta & Company, Inc.	100112	INV0000074711	District Management Services 01/23	\$ 3,683.33
SESAC, INC.	100130	10627960	Music License 01/23	\$ 1,054.00
Trimac Outdoor	100135	16111	Spray Herbicide & Install Clay/Sand on Baseball Fields 11/22	\$ 16,276.00

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Trimac Outdoor	100131	16516	Landscape Maintenance 01/23	\$ 23,454.00
Turner Pest Control, LLC	100132	20611668	Pest Control Services 01/23	\$ 203.97
United States Treasury	100133	Payroll Taxes 12/22	Payroll Taxes 12/22	\$ 122.40
Vector Security, Inc	100122	1.13202E+12	Access Control Deposit 01/23	\$ 2,217.50
Vector Security, Inc	100122	11320235107	Camera Deposit 01/23	\$ 5,107.00
Vector Security, Inc	100122	11320235750	Pool Camera Deposit 01/23	\$ 5,750.00
Waste Management Inc. of Florida	ACH	0025483-4032-8 Autopay	Waste Disposal Services 01/23	\$ 938.69
<b>Report Total</b>				<b><u>\$ 99,027.73</u></b>

## **TAB 14**

# ***Turnbull Creek Community Development District***

**9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257**

## **Memorandum**

**Date:** March 14th, 2023  
**To:** Turnbull Board of Supervisors  
Carol Brown, Darrin Mossing  
**From:** Jim Schieszer, Operations Manager  
Erick Hutchison, Amenity Manager  
**Re:** Turnbull Creek CDD  
Monthly Murabella Operations Report

**The following is a summary of activities related to the RMS operations of the Turnbull Creek Community Development District.**

### **Site Field Manager: Jim Schieszer**

1. Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks & playground areas. Ongoing care and grading of baseball field.
2. Daily pool maintenance: chemicals & vacuuming, timer changed & ADA lift chairs maintenance.
3. Follow through with resident concerns in regard to property issues, (Ant hills, irrigation breaks, pond bank erosion issues, pond algae and tree issues, etc.)
4. Meeting with Trimac Landscape (Todd Murphy) in regard to landscaping issues and updates.
5. Communications with Todd Murphy (Trimac) with irrigation leaks as they occurred for repairs.
6. Communication with Chris Railing (Future Horizons) for lake work and monthly reports. Also got price for new compressor at San Marino Park
7. Auditing / Documentation of Trimac Outdoors. Also had Pool pot flowers installed. Crape Myrtle placed in circle.
8. Repair of multiple issues on Hoover pump.
9. Had Poolsure here to repair chemical pumps. The health department closed the pool for several days due to low chlorine.
10. Had sunshade replaced in Pescara Park.
11. Trimac has ben trimming grasses in the berms and should be finished soon. The mulch is being installed throughout the complex.
12. Trying to trap a Gator on Pond #2.

13. Electric has been run for new security cameras.
14. Waiting on Gate for the playground.
15. Pool pavers have been repaired and irrigation repaired at washout area.
16. Pool slide refurbish has been completed.
17. Replaced 2 sixteen-unit mailboxes at Pescara mail Kiosk.

**Amenity Manager: Erick Hutchison**

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily
- Stairmill quote
- Vector security quotes
- Approval for Race Day Kids Tri

**Other Ongoing Projects: Site**

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Should you have any questions or comments regarding the above information, please feel free to contact Jerry Lambert at (248) 807-2763